



Town Board of Trustees

Tuesday, September 28, 2021 at 7:00 pm

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.
THANK YOU.**

1. Meeting Information

207 Muegge Way, Bennett, CO 80102

For a live stream of the meeting use the information below:

<https://us02web.zoom.us/j/81841465883>

Meeting ID: 818 4146 5883

Passcode: 759015

One tap mobile

+13462487799

2. Call to Order

Royce D. Pindell, Mayor

a. Roll Call

3. Pledge of Allegiance

Royce D. Pindell, Mayor

4. Approval of Agenda

Royce D. Pindell, Mayor

5. Consent Agenda

Royce D. Pindell, Mayor

a. September 14, 2021 - Regular Meeting Minutes

Attachments:

- **September 14, 2021 - Regular Meeting Minutes** (09-14-2021_-_Regular_Meeting_Minutes.pdf)

b. Resolution Supporting Ballot Measure 1A to Preserve Arapahoe County Open Spaces Funding

Resolution No. 886-21 - A Resolution in Support of Ballot Measure 1A to Preserve Arapahoe County Open Spaces Funding

Attachments:

- **Resolution No. 886-21 - A Resolution in Support of Ballot Measure 1A to Preserve Arapahoe County Open Spaces Funding** (Resolution_No._

Public Comments on Items Not Scheduled for Public Hearing

The Board of Trustees welcomes you. Thank you for joining us for our Town of Bennett Board of Trustees Meeting. If you are not speaking, we ask that you please mute your microphone. For public comment please sign up on the provided sheet or in the chat box. If you are on the phone, once we get through the sign-up sheet and chat box we will call for any other comments for items not on the agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

Regular Business

6. Action/Discussion Items

a. Court Appointed Special Advocate (CASA) of Adams & Broomfield Counties

Abbie Foley, Associate Development Director

Attachments:

- **CASA & The Town of Bennett** (0_-_CASA__the_Town_of_Bennett.pdf)
- **Letter of Understanding Between the Town of Bennett, Colorado and CASA of Adams & Broomfield Counties** (1_-_LOU_CASA__Town_of_Bennett.pdf)
- **PowerPoint Presentation - Town of Bennett & CASA** (2_-_Town_of_Bennett__CASA.pdf)
- **2020 Business Case for CASA** (3_-_CASA_BusinessCase_2020.pdf)
- **CASA of Adams and Broomfield Counties Infographic** (4_-_CASA_of_Adams_and_Broomfield_Counties_Infographic.pdf)
- **Suggested Motion** (suggested_motion.pdf)

b. Request for Proposal (RFP) 21-007 - Transportation Master Plan Contract

Trish Stiles, Town Administrator

Attachments:

- **Staff Report Transportation Master Plan Contract Award** (0_-_Staff_Report_RFP_21_007_Transportation_Master_Plan.pdf)
- **Request for Proposal (RFP) 21-007 Transportation Master Plan** (1_-_RFP_21-007_Master_Transportation_Plan.pdf)
- **Bohannon and Huston Response** (2_-_Bohannon_Huston.pdf)
- **JR Engineering/Norris Design Response** (3_-_Master_Transportation_Plan_-_JR_Engineering.pdf)

- **KLJ Engineering Response** (4_-_KLJ.pdf)
- **Mead and Hunt Response** (5_-_Mead_and_Hunt.pdf)
- **Suggested Motion** (6_-_suggested_motion.pdf)

c. Updates to Chapters 1 and 2 of the Bennett Municipal Code

Ordinance No. 731-21 - An Ordinance Amending Chapters 1 and 2 of the Bennett Municipal Code Regarding General Provisions and Administration and Personnel

Taeler Houlberg, Assistant to the Town Administrator

Attachments:

- **Staff Report Updates to Chapters 1 and 2 of the Bennett Municipal Code** (0_-_Staff_Report_Chapter_1_2_Board_Meeting_Final.pdf)
- **Draft Ordinance No. 731-21** (1_-_Ordinance_Chapter_1_2_BMC_Final.pdf)
- **Draft Ordinance No. 731-21 with Compensation Sections** (2_-_Ordinance_Chapter_1_2_BMC_Final_with_Compensation.pdf)
- **Suggested Motion** (3_-_suggested_motion.pdf)

d. Request for Qualifications (RFQ) 21-009 - Town of Bennett Booster Station Pump

Robin Price, Public Works Director

Ricky Martinez, Assistant Public Works Director

Attachments:

- **Staff Report Request for Qualification (RFQ) 21-009 Town of Bennett Booster Station Pump** (0_-_TownofBennett_Staff_Report_Booster_Station_Pump_Upgrades_RFQ_21-009.pdf)
- **Request for Qualifications (RFQ) 21-009** (1_-_TOWN_OF_BENNETT_BOOSTER_STATION_RFQ_DG_8-2-2021.pdf)
- **Dan's Custom Construction** (2_-_Dan_s_Custom_Construction_SOQ.pdf)
- **J.R. Filanc Construction** (3_-_Filanc_-_Bennett_Booster_Station_Pump_Upgrades_CMAR_SOQ.pdf)
- **Glacier Construction** (4_-_Statement_of_Qualifications_for_the_Town_of_Bennett_Booster_Station_Pump_Upgrades_Glacier_Construction_Co._Inc..pdf)
- **Stanek Constructors** (5_-_SCI_Booster_Station_Pump_Upgrades.pdf)
- **Statement of Qualifications (SOQ) Scoring** (Booster_Station_Pump_Upgrades_SOQ_Scoring_Matrix_9-14-2021__1_.pdf)
- **Suggested Motion** (7_-_suggested_motion.pdf)

e. Board of Trustees: Organization and Committee Assignments

Royce D. Pindell, Mayor

Attachments:

- **Organization and Committee Assignments** (Organizations_and_Committee_Assignments__2021.pdf)

7. Town Administrator Report

Trish Stiles, Town Administrator

8. Trustee Comments and Committee Reports

Mayor and Trustees

9. Adjournment

Individuals with disabilities who need auxiliary aids in attending the meeting may request assistance by contacting the Town Hall at 207 Muegge Way, Bennett, CO 80102-7806, (303) 644-3249. Please give notice at least 48 hours in advance of the meeting to allow for enough time in making the necessary arrangements.

Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Agenda published on
09/24/2021 at 9:41 AM

TOWN OF BENNETT, COLORADO
BOARD OF TRUSTEES
Regular Meeting
September 14, 2021

1. CALL TO ORDER

The Board of Trustees of the Town of Bennett met in regular session on Tuesday, September 14, 2021 via hybrid meeting. Mayor Pro Tem Darvin Harrell called the meeting to order at 7:15 p.m. The following persons were present upon the call of the roll:

Mayor: Royce D. Pindell - *excused*

Trustees Present: Kevin Barden
Darvin Harrell
Whitney Oakley
Denice Smith - *excused*
Donna Sus
Larry Vittum

Staff Present: Trish Stiles, *Town Administrator*
Rachel Summers, *Deputy Town Administrator*
Taeler Houlberg, *Assistant to the Town Administrator*
Alison Belcher, *Assistant Communications Director*
Steve Hebert, *Planning and Economic Development Manager*
Sara Aragon, *Community Development Manager*
Robin Price, *Public Works Director*
Ricky Martinez, *Assistant Public Works Director*
Adam Meis, *Finance and Technology Coordinator*
Steve King, *Special Projects Coordinator*
Dan Giroux, *Town Engineer*
Melinda Culley, *Town Attorney*
Gabrielle Renner, *Town Traffic Engineer*
Christina Hart, *Town Clerk*

Public Present: Kathy Smiley, Mike Talcott, Larry Gayeski Forrest Charlesworth, Ed Voltolina,
Michelle Gayeski

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro Tem Darvin Harrell.

3. APPROVAL OF AGENDA

TRUSTEE VITTUM MOVED, TRUSTEE OAKLEY SECONDED to approve the agenda as presented. The voting was as follows:

YES: Harrell, Oakley, Sus, Vittum, Barden

NO: None

EXCUSED: Pindell, Smith

Mayor Pro Tem Harrell declared the motion carried by unanimous vote.

4. CONSENT AGENDA

TRUSTEE VITTUM MOVED, TRUSTEE SUS SECONDED to approve the consent agenda as presented.

YES: Oakley, Sus, Vittum, Barden, Harrell

NO: None

EXCUSED: Pindell, Smith

Mayor Pro Tem Harrell declared the motion carried by unanimous vote.

A. Action: Approval of August 24, 2021 Regular Meeting Minutes

B. Action: Approval of Resolution No. 882-21

C. Action: Approval of Resolution No. 883-21

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

There were no public comments presented.

5. REGULAR BUSINESS

A. Action/Discussion

1. Planning and Zoning Commission Applicant

Christina Hart Town Clerk, reported to the Board of Trustees, per Section 2-13-10 of the Bennett Municipal Code, the Planning and Zoning Commission (Planning Commission) shall consist of seven members who shall be appointed by the Board of Trustees. The Planning Commission currently has six commissioners seated with one seat vacant. In the event of a vacancy on the Planning Commission, the Board of Trustees shall appoint replacement(s) for the balance of the unexpired term of the vacant position, which is January 2022.

Notice of the vacancy along with the application have been posted to the Town website as well as published in the local newspaper.

Gino Childs submitted an application for consideration for the Planning Commission. Mr. Childs is a resident of the Town of Bennett and is a project engineer with five years of experience in the construction industry managing large teams. He is interested in serving his community and gaining knowledge of the process associated with municipal government.

TRUSTEE BARDEN MOVED, TRUSTEE SUS SECONDED to approve Gino Childs Planning & Zoning Commissioner application. The voting was as follows:

YES: Sus, Vittum, Barden, Harrell, Oakley

NO: None

EXCUSED: Pindell, Smith

Mayor Pro Tem Harrell declared the motion carried by unanimous vote.

Christina Hart, Town Clerk, performed the Oath of Office to Gino Childs.

2. QuikTrip Store No. 4216 Development Agreement (DA)

Resolution No. 884-21 – A Resolution Approving a Development Agreement for QuikTrip Store No. 4216.

Steve Hebert, Planning and Economic Development Manager, reported to the Board of Trustees Section 16-5-710 of the Municipal Code requires subdividers or developers to enter into an agreement with the Town that obligates the subdivider or developer to design, install and pay for public improvements such as streets, utilities, drainage improvements and other infrastructure needed to support the developments. One of the primary reasons the Town requires a development agreement (DA) is to ensure a landowner/developer completes the public improvements prior to building occupancy. The agreement also gives the Town a financial mechanism that guarantees the improvements can be completed in the event of a default by the developer.

If approved, Resolution No. 884-21 will authorize the Mayor to execute the DA for the QuikTrip Store No. 4216. The property is located at the northwest corner of I-70 and CO Hwy 79 (1st Street). The final development plan (FDP) was approved by the Board of Trustees on March 9, 2021.

The QuikTrip Store No. 4216 DA includes, but is not limited to:

- Identification of the developer
- Construction standards and deadlines
- Conditional acceptance of improvements
- Maintenance and warranty of improvements
- Final acceptance
- Financing and improvement guarantees

The following improvements are addressed in this agreement:

- Water mains
- Sanitary sewer lines
- Storm sewer system
- Public street improvements

The total cost of the public improvements is estimated to be \$424,949. Details of the improvements are listed in Exhibit B attached to the DA.

In addition, the agreement acknowledges credits will be available against future impact fees that reflect water rights dedication, existing water and sewer taps, previous building square-footage and impervious surface area.

TRUSTEE OAKLEY MOVED, TRUSTEE VITTUM SECONDED to approve Resolution No. 884-21 – A resolution approving a development agreement for QuikTrip Store No. 4216.. The voting was as follows:

YES: Vittum, Barden, Harrell, Oakley, Sus

NO: None

EXCUSED: Pindell, Smith

Mayor Pro Tem Harrell declared the motion carried by unanimous vote.

3. Shops at Bennett Subdivision Agreement (SA)

Resolution No. 885-21 – A Resolution Approving a Subdivision Agreement for the Shops at Bennett Subdivision

Steve Hebert, Planning and Economic Development Manager, reported to the Board of Trustees Section 16-5-710 of the Municipal Code requires subdividers to enter into an agreement with the Town that obligates the subdivider to design, install and pay for public improvements such as streets, utilities, drainage improvements and other infrastructure needed to support the developments. One of the primary reasons the Town requires a subdivision agreement (SA) is to ensure a landowner/developer does not sell lots to other parties before adequate services are in place. The agreement also gives the Town a financial mechanism that guarantees the improvements can be completed in the event of a default by the developer or subdivider.

If approved, Resolution No. 885-21 will authorize the mayor to execute the SA for the Shops at Bennett Subdivision. The property is located at the southwest corner of 1st Street and Centennial Drive. The final plat was approved by the Board of Trustees on August 10, 2021 (see a summary sheet of the plat document at the end of this report).

The Shops at Bennett SA includes, but is not limited to:

- Identification of the subdividers
- Construction standards and deadlines
- Conditional acceptance of improvements
- Maintenance and warranty of improvements
- Final acceptance
- Financing and improvement guarantees

The following improvements are addressed in this agreement:

- Water mains
- Sanitary sewer lines
- Storm sewer system
- Private street improvements

The total cost of the improvements is estimated to be \$166,782.

TRUSTEE VITTUM MOVED, TRUSTEE OAKLEY SECONDED to approve Resolution No. 885-21 – A resolution approving a subdivision agreement for the Shops at Bennett Subdivision. The voting was as follows:

YES: Barden, Harrell, Oakley, Sus, Vittum

NO: None

EXCUSED: Pindell, Smith

Mayor Pro Tem Harrell declared the motion carried by unanimous vote.

4. **Request for Proposal (RFP) 21-008 – Contract for Street Improvement Project at First and Roosevelt**

Robin Price, Public Works Director, report to the Board of Trustees, over the last several years, the intersection at First Street and Roosevelt Avenue has deteriorated. Staff would like to replace the concrete at that intersection as part of the rehabilitation program for the deteriorated concrete sections of the Town's roads. This intersection is being prioritized because it is a widely used intersection for residents, a key area for drainage and a heavy equipment corridor.

The Town issued RFP 21-008 on August 2, 2021, in order to solicit bids for the street improvements at First and Roosevelt. Below is a summary of those bids.

The Town received the following qualified responses:

- **RME Ltd., LLC dba Elite:** Elite has worked for the Town on the Muegge Way and Highway 79 Widening Project. Elite provided all documents necessary for the RFP bidding process and have been in business for 23 years.
 - Proposed cost for services: **\$71,300**
- **Denver Best Concrete, LLC:** Denver Best Concrete has worked for the Town on numerous projects including the light caissons at Community Center, sidewalk work in various parks and drainage pans at Brothers Four. They are local Bennett company.
 - Proposed cost for services: **\$68,864**
- **Chavez Services, LLC:** Chavez Services has worked for the Town on Future Park sidewalk and curb work. The owner of the company has 20 years of experience in the construction field.
 - Proposed cost for services: **\$88,865**

After a thorough evaluation of all bids, Staff believes all three companies that responded to the RFP would be qualified to complete the street improvements at First and Roosevelt. Denver Best Concrete, LLC has worked on numerous smaller projects for the Town and has done quality work, the most recent being the construction of the stage at Trupp Park. The current budget for this project is \$60,000. Due to increased costs throughout the industry, Staff proposes moving forward with Denver Best Concrete at \$68,864 for the project.

Company	Bid
RME Ltd., LLC dba Elite	\$71,300
Denver Best Concrete, LLC	\$68,864
Chavez Services, LLC	\$88,865

TRUSTEE SUS MOVED, TRUSTEE VITTUM SECONDED to authorize the Mayor and the Town of Bennett to enter into a standard Town contract agreement with Denver Best Concrete, LLC in an amount not to exceed \$68,864 for the First and Roosevelt Street improvement project. The voting was as follows:

YES: Harrell, Oakley, Sus, Vittum, Barden
NO: None
EXCUSED: Pindell, Smith

5. Reuse Project Purple Pipe

Robin Price, Public Works Director, reported to the Board of Trustees, in 2019 the Town of Bennett received an Adams County Open Space Grant to implement a reclaimed water system and deliver reclaimed water for irrigation use at key Town parks.

At the May 25, 2021, Board meeting, Town Staff presented and received approval to award a contract to MSK Consulting for the design of the Reclaimed Water Pump, Treatment Station and Transmission Pipeline Project. Since that time, MSK Consulting have been working diligently on the design of the pipeline as well as the pump station.

To begin preparing for budget and costs, Town Staff contacted contractors to see what the cost of 6,000 linear feet (LF) of purple pipe would be and also determine the timing and availability of the pipe.

Ferguson was the first company to respond and on August 26, 2021, they notified the Town that it could not get purple pipe within the next year because they are only manufacturing blue line.

The second company Town Staff contacted to obtain pricing was Core and Main. A representative with Core and Main has found that the only manufacturer selling purple pipe at this time is Vinyl Tech. This is due to the resin shortage throughout the country, with most pipe manufactures using the resin they do have to make the sizes that are in highest demand. Core and Main reached out to Vinyl Tech and the quantity of 6,000 LF could take up to three or more months to manufacture. Additionally, with the shortage of resin there are also cost increases for the product.

After Staff learned of the above information, the Town reached out to Dan's Custom Construction to obtain a formal bid to purchase the 6,000 LF of purple pipe from Core and Main. The Town needs to contract with a third party in order to purchase the large quantity of pipe and oversee the shipping and unloading. Dan LaCoe of Dan's Custom Construction has been involved in the purple pipe project since the first phase of the reuse load out facility and has been a great resource on the design work due to his background with the first phase as well as his knowledge and experience in the industry.

TRUSTEE OAKLEY MOVED, TRUSTEE VITTUM SECONDED to authorize the Town Administrator to execute a contract with Dan's Custom Construction for the purchase of 6,000 linear feet of 12" C900 DR18 purple pipe, with a not-to-exceed amount of \$250,000. The voting was as follows:

YES:	Oakley, Sus, Vittum, Barden, Harrell
NO:	None
EXCUSED:	Pindell, Smith

6. TOWN ADMINISTRATOR REPORT

Trish Stiles, Town Administrator, reported on the following:

- Congratulated Staff and community partners on a successful Bennett Days.
- SmartSheet management met today. Continue to work on to-do list.
- 4 responses for the master transportation plan have been received. Interviews will take place on September 16th.
- Ricky Martinez was recently promoted to Assistant Public Works Director.
- The Water Authority met on September 13, 2021.
- Crack-sealing will be taking place before the winter season.
- Housing projects are in the final phases.

7. TRUSTEE COMMENTS AND COMMITTEE REPORTS

Donna Sus

Trustee Sus reported on the following;

- Bennett Days was very successful.
- Requested the Board of Trustees future Bennett Days booth be located closer to the vendors for better exposure.
- Thanked Staff for the continued hard work.

Larry Vittum

Trustee Vittum reported on the following;

- Contemplating not running as a Trustee in April 2022. Trustee Vittum has been involved as the DRCOG representative for approximately 6 years. In the event he no longer serves as Trustee, a strong alternate for DRCOG representation, he feels, is Trustee Oakley.

Whitney Oakley

Trustee Oakley reported on the following;

- Welcomes additional responsibilities to assist Staff with future Bennett Days.

8. ADJOURNMENT

TRUSTEE VITTUM MOVED, TRUSTEE SUS SECONDED to adjourn the meeting. The meeting was adjourned at 7:50 p.m. Voting was as follows:

YES: Vittum, Barden, Harrell, Oakley, Sus

NO: None

EXCUSED: Pindell, Smith

Mayor Pro Tem Harrell declared the motion carried by unanimous vote.

Royce D. Pindell, Mayor

Christina Hart, Town Clerk

RESOLUTION NO. 886-21

A RESOLUTION IN SUPPORT OF BALLOT MEASURE 1A TO PRESERVE ARAPAHOE COUNTY OPEN SPACES FUNDING

WHEREAS, Arapahoe County is one of Colorado's fastest growing counties and is projected to be the most populous county in the state by 2030, which requires a responsible approach to manage growth; and

WHEREAS, preserving open spaces, providing outdoor recreational opportunities, and maintaining these assets are vital to our community's sense of place, while also protecting our existing natural resources and improving the quality of life for all residents; and

WHEREAS, the Arapahoe County Open Spaces Sales Tax - originally approved by voters in 2003 - has invested nearly \$260 million dollars to build and maintain trails, enhance neighborhood and regional parks, and preserve natural and heritage areas; and

WHEREAS, more than 71% of the funding received from this dedicated tax goes directly back to the county's 13 cities and special district partners for local open space investments; and

WHEREAS, over the last two decades, the County has been a good steward of taxpayer money, with oversight from an appointed citizen board that receives regular reports, recommends programmatic investments, and reviews financial audits; and

WHEREAS, Arapahoe County has referred a measure to the 2021 November ballot to renew the existing sales tax dedicated to open spaces to help ensure responsible growth planning and management; and

WHEREAS, the ballot measure proposes to conserve lands that protects water quality, protect open space to limit urban sprawl, as well as maintain and improve parks and trails without raising taxes; and

WHEREAS, without the funding the Town of Bennett receives from the Arapahoe County Open Space Tax, it would be difficult to effectively improve and maintain our local parks, recreation and open spaces investments; and

WHEREAS, by renewing this existing sales tax, the Town of Bennett can ensure existing recreational and open space investments will be available for future generations.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT AS FOLLOWS:

Section 1. The Board of Trustees of the Town of Bennett supports the Arapahoe County Open Spaces Ballot Measure 1A and encourages our residents to vote "yes" during the November 2021 General Election.

INTRODUCED, READ AND ADOPTED THIS 28th DAY OF SEPTEMBER, 2021.

TOWN OF BENNETT

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk



CASA of Adams & Broomfield Counties The Town of Bennett



welcome neighbors.



1 child served in
Bennett in 2020



4 children
unserved in
Bennett in 2020



\$3,000
received in grants in
2019, 2020 from
Bennett Gives Back



0 CASA
Volunteers who
are Bennett
residents

In 2020, there were 5 children in the Town of Bennett involved in a Dependency & Neglect case through the court system. Due to a lack of funding, awareness, and resources, the CASA Program was only able to serve 1 of these children.

CASA of Adams & Broomfield Counties provides specially selected and trained community volunteers, CASAs, to advocate for abused and neglected children in the pursuit of safe and permanent homes.

Our CASA Program needs to increase awareness, recruit more volunteers and raise more funds to serve more children. With the help and support of local cities and municipalities, such as the Town of Bennett, the organization can meet its goal of providing a Court Appointed Special Advocate for each child who needs one.

Research has shown that children with a CASA Volunteer are more likely to find a safe, permanent home, more likely to succeed in school, and half as likely to re-enter the foster care system. Consequently, youth who age out of the foster care system are more likely to face risk factors such as becoming incarcerated, experiencing homelessness, and being unemployed. Those factors add up to direct future costs to the community of \$300,000 for each child who ages out of the foster care system (Jim Casey Youth Opportunities Initiative). Comparatively, it **costs the CASA Program \$1,200** to provide a CASA Volunteer to one child for one year.

CASA of Adams & Broomfield Counties requests the implementation of a formalized 10-year partnership with the Town of Bennett. This partnership will not only have a positive economic impact on the Town of Bennett, but it will also allow the CASA Program to provide advocacy for more children, through increased funding, awareness and volunteer recruitment.

As stated in the Letter of Understanding, CASA of Adams & Broomfield Counties requests an *annual increase of financial support by \$5,000* to serve the remaining four children in the Town of Bennett. This is above and beyond the support already provided through Bennett Gives Back.

LETTER OF UNDERSTANDING BETWEEN THE TOWN OF BENNETT, COLORADO AND CASA OF ADAMS & BROOMFIELD COUNTIES

THE MISSION of CASA of Adams & Broomfield Counties is *to provide specially selected and trained community volunteers, CASAs, to advocate for abused and neglected children in the pursuit of safe and permanent homes.*

Each year in Adams and Broomfield Counties, there are approximately 1,600 children with an open abuse and neglect case. Currently, the CASA Program is able to serve 600+ children every year. However, there are many more children without a CASA Volunteer to be their voice and speak up for them in court. CASA needs to recruit more volunteers and raise more funds to be able to close this gap and serve more children.

In order to meet the goal of providing a Court Appointed Special Advocate for each child who needs one, the CASA Program must grow and foster a good working relationship with the counties and municipalities of Adams and Broomfield Counties, its employers and residents. This non-binding Letter of Understanding identifies and clarifies that relationship.

SECTION I. PARTNERSHIP

IT IS AGREED THAT a 10-year partnership between the Town of Bennett, Colorado and CASA of Adams & Broomfield Counties will positively impact the futures of children who have experienced abuse and neglect, and our community as a whole. This partnership, above and beyond resources already committed, is greatly needed.

Bennett, Colorado will partner with CASA of Adams & Broomfield Counties to develop a multi-year initiative that will maximize and leverage municipal resources to effectively fund, promote and grow the services provided to our most vulnerable citizens – children who have experienced abuse and neglect – and ensure they have a safe, permanent home where they may thrive.

SECTION II. BENEFITS TO THE TOWN OF BENNETT

A. This partnership is mutually beneficial in the following ways:

1. Economic Impact

The direct future cost per child that ages out of the foster care system is \$300,000 (provided by the 2013 Jim Casey Youth Opportunities Initiative Study). Research has shown that children with a CASA Volunteer are more likely to find a safe, permanent home, more likely to succeed in school, and half as likely to re-enter the foster care system.

2. Regional Coalition Partnership

A governmental and private coalition is formed to address growing need, lending credibility and scale to this important issue.

3. Recognition & Promotion

Both parties will promote the partnership and the CASA Volunteer recruited by the Town of Bennett each year.

4. Customized Benefits

SECTION III. TOWN OF BENNETT COMMITMENT - COMPONENTS OF PARTNERSHIP

A. Recruit at least one CASA Volunteer

The Town of Bennett will recruit at least one employee each year to be sworn-in as a CASA Volunteer. The Town of Bennett shall offer each employee paid time off as needed to attend up to 15 hours of CASA training per year and up to 25 additional hours per year to attend required court proceedings, which are estimated to occur approximately once every 60-90 days.

B. Increased Financial Support

It costs the CASA Program \$1,200 to provide a CASA Volunteer to one child for one year. With this in mind, starting in 2021, the Town of Bennett commits to increasing its annual support of CASA to a level \$5,000 above its historically committed levels of financial support.

C. Communication/Networking

The Town of Bennett, Colorado will assist as effectively as possible in introducing CASA of Adams & Broomfield Counties and its cost-saving program to other employers and residents, with an emphasis on major employers.

SECTION IV. ACCEPTANCE

This Letter of Understanding has been reviewed and accepted by the representatives of the organizations indicated below this 28th day of September 2021.

Town of Bennett

CASA of Adams & Broomfield Counties

Trish Stiles, Town Administrator

Lindsay Lierman, Chief Executive Officer

Change a Child's Story

CASA OF ADAMS & BROOMFIELD COUNTIES



CASA

Court Appointed Special Advocates
FOR CHILDREN

ADAMS & BROOMFIELD COUNTIES

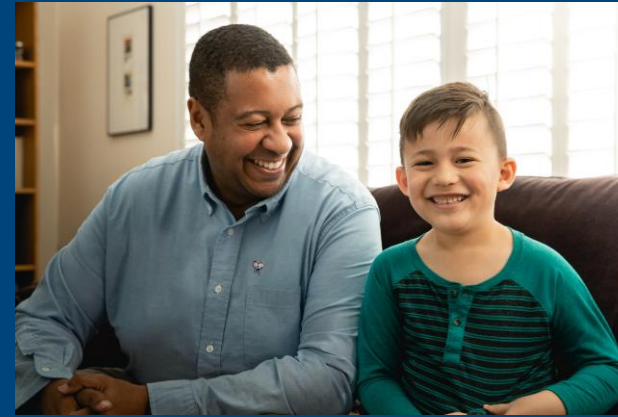
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What is CASA?

CASA (Court Appointed Special Advocate) is a volunteer-based, nonprofit organization that recruits, trains and supervises community volunteers, CASAs, to establish stable relationships and advocate in court for children who have experienced abuse and neglect.



Who are CASA Volunteers?

CASA Volunteers are people just like you: compassionate, objective, self-motivated individuals from the community. They come from all walks of life, backgrounds, and experiences. All are passionately committed to helping children.



CASA
Court Appointed Special Advocates
FOR CHILDREN

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What is the role of a CASA Volunteer?





Why do we need CASA Volunteers?

Each year in Adams & Broomfield Counties, there are approximately 1,600 children with an open abuse and neglect case.

Children need a consistent adult who will get to know them on a personal level.

CASA Volunteers give children a voice in court.

They are the “eyes and ears” for the Judge.

All children need someone who will advocate for them.



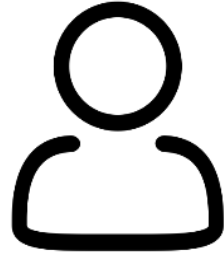
CASA
Court Appointed Special Advocates
FOR CHILDREN

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ADAMS & BROOMFIELD COUNTIES



1 child served in
Bennett in 2020



4 children
unserved in Bennett
in 2020



\$3,000
received in grants in
2019, 2020 from
Bennett Gives Back



0 Bennett
residents who are
CASA Volunteers



CASA

Court Appointed Special Advocates
FOR CHILDREN

ADAMS & BROOMFIELD COUNTIES

Our CASA Program needs to increase awareness, recruit more volunteers and raise more funds to serve more children.

With the help and support of local cities and municipalities, like the Town of Bennett, the organization can **meet its goal of providing a Court Appointed Special Advocate for each child who needs one.**



Children with a CASA Volunteer are...



**MORE LIKELY TO FIND A
safe, permanent home.**



**HALF AS LIKELY
to re-enter the foster
care system.**



**MORE LIKELY
to succeed in
school.**

The Value of a CASA Volunteer

Youth who age out of the foster care system are more likely to face risk factors such as becoming incarcerated, experiencing homelessness and being unemployed.

Those factors add up to direct future costs to the community of \$300,000 for each child who ages out of the foster care system (Jim Casey Youth Opportunities Initiative).

Comparatively, it costs the CASA Program **\$1,200** to provide a CASA Volunteer to one child for one year.



CASA & Town of Bennett Partnership

Benefits to the Town of Bennett:

- ***Economic Impact***
 - The direct future cost per child that ages out of the foster care system is \$300,000.
- ***Regional Coalition Partnership***
 - A governmental and private coalition is formed to address growing need, lending credibility and scale to this important issue.
- ***Recognition & Promotion***
 - Both parties will promote the partnership and the CASA Volunteer recruited by the Town of Bennett each year.
- ***Customized Benefits***



CASA & Town of Bennett Partnership

Town of Bennett Commitment:

- ***Recruit at least one CASA Volunteer***
 - The Town of Bennett will recruit at least one employee each year to be sworn-in as a CASA Volunteer, and offer the employee paid time off for their volunteer work (15 hours for CASA training in addition to court once every 60-90 days).
- ***Increased Financial Support***
 - The Town of Bennett commits to increasing its annual support of CASA to a level \$5,000 above its historically committed levels of financial support.
- ***Communication/Networking***
 - The Town of Bennett will assist as effectively as possible in introducing CASA and its cost-saving program to other employers and residents, with an emphasis on major employers.



Thank you!



CASA
Court Appointed Special Advocates
FOR CHILDREN

Page 28

ADAMS & BROOMFIELD COUNTIES



MEMORANDUM

Date: August 21, 2020
To: Lindsay Lierman, CASA of Adams and Broomfield Counties
From: Patricia Silverstein, Development Research Partners
RE: **The 2020 Business Case for Court Appointed Special Advocates (CASA)**

Investments in human capital are critical for economic growth and development. A wealth of research links higher levels of educational attainment to better economic outcomes including higher earnings, lower unemployment, and increased productivity. More productive workers make businesses more profitable and a region more competitive. Alternatively, leaving the next generation of workers behind, especially those that are at-risk, vulnerable, and disadvantaged, imposes significant costs to governmental entities, businesses, and society through increased poverty, crime, and costs to the legal and public assistance systems.

The unemployment rate in Colorado averaged just 2.8 percent in 2019, indicating that about 87,000 people across the state were actively seeking a new job. This tight labor market environment made it difficult for businesses to find and retain the workers needed. This situation changed significantly in March 2020 when the World Health Organization declared a pandemic when a novel coronavirus, now called COVID-19, spread rapidly across the globe. The virus' rapid spread led to progressively more restrictive guidance issued by individual communities, culminating in Governor Polis issuing an executive order on March 25th ordering Coloradans to stay in place, ultimately through May 8th. All businesses except those specifically deemed critical in the executive order were closed or shifted to remote work/remote learning. This has resulted in a rapid loss in business income and employment and rapidly rising unemployment.

While the restrictive measures were necessary to contain the pandemic and save lives, there has been a significant shift in economic activity. As the current business focus has shifted from challenges with finding workers to keeping the doors open, the work of CASA remains critical. The CASA system addresses a significant need in our Colorado communities, advocating for abused and neglected children in the pursuit of safe and permanent homes. A focus today on our future workforce means that Colorado will be better positioned to achieve sustainable economic growth once the health crisis is over.

Reduced Lifetime Social Costs

A national survey by Voices of Youth Count, a national initiative of Chapin Hall at the University of Chicago, found that one in 10 American young adults ages 18 to 25 endured some form of homelessness over a 12-month period in 2016 and 2017.ⁱ A separate Chapin Hall study explains that housing stability makes it easier for young people to stay in school and achieve educational success, which increases long-term income. Conversely, low educational attainment is a risk factor for homelessness and homelessness is a risk factor for lower educational attainment.ⁱⁱ

Unfortunately, the prevalence of homelessness for children who aged out of foster care, meaning that they turned 18 (or 21, depending upon the state) and legally became an adult before being placed in a permanent home, tends to be even higher. National data indicate that more than 20 percent of young adults that aged out of foster care were homeless after age 18.ⁱⁱⁱ

The Jim Casey Youth Opportunities Initiative estimated that the lifetime social cost of a teen aging out of foster care was about \$300,000 in 2013, including the social costs of incarceration, public assistance, and the value of lost wages.^{iv} Inflating this estimated cost to today's dollars means that the social cost of someone aging out of foster care in 2018 was approximately \$323,400. Therefore, the lifetime cost to taxpayers and communities of the 225 youth who aged out of the Colorado foster care system in 2018 was an estimated \$73 million.

Of the 221 children's cases closed by CASA of Adams and Broomfield Counties in FY 2020, 1.8 percent of these cases were closed due to the child aging out of the foster care system, which is lower than the 5.1 percent statewide average from FY 2016 to FY 2018. Assuming this differential represents the benefit of CASA of Adams and Broomfield Counties, the program resulted in about 7 fewer children aging out of the foster care system, thereby reducing the lifetime cost to the state by about \$2.4 million.

Increased Lifetime Earnings

The Northwest Foster Care Alumni Study estimated that the national high school graduation rate for children who were in foster care between 1988 and 1998 was just 56.3 percent.^v The kids who fail to graduate from high school have a significant disadvantage as they try to find work and earn a living. According to the U.S. Bureau of Labor Statistics, high school graduates have median earnings 26 percent higher than those with less than a high school diploma. Further, the unemployment rate for high school graduates was 1.7 percentage points lower than for those without a high school diploma or equivalent in 2019.^{vi}

CASA of Adams and Broomfield Counties reported that 69.2 percent of their children's cases closed with a permanent home in fiscal year 2020. These children are more likely to remain out of the child welfare system and graduate from high school. Assuming that children with cases closed in FY 2020 through CASA of Adams and Broomfield Counties achieved graduation rates similar to the Colorado average of 81.1 percent in 2019, the improved graduation rate would lead to increased lifetime earnings of \$11.4 million.^{vii}

Value of Volunteerism

CASA of Adams and Broomfield Counties' volunteers contributed 19,474 hours of service at an estimated value of \$574,500 in fiscal year 2020.^{viii} The time they spend with each child's case saves the time and expense of social workers and attorneys.

The activities of the CASA of Adams and Broomfield Counties in 2020 reduced the lifetime social costs and increased the lifetime earnings of the children served, improving Colorado's communities and the business environment.

ⁱ Morton, M.H., Dworsky, A., & Samuels, G.M. (2017). *Missed Opportunities: Youth Homelessness in America: National Estimates*. Chicago, IL: Chapin Hall at the University of Chicago.

ⁱⁱ Kull, M.A., Morton, M.H., Patel, S., Curry, S. & Carreon, E. (2019). *Missed Opportunities: Education Among Youth and Young Adults Experiencing Homelessness in America*. Chicago, IL: Chapin Hall at the University of Chicago.

^{iii, v} Casey Family Programs. (1998). *Northwest Foster Care Alumni Study*. Seattle, WA.

^{iv} Jim Casey Youth Opportunities Initiative. (2013). *Cost Avoidance: The Business Case for Investing in Youth Aging Out of Care*.

^{vi} U.S. Bureau of Labor Statistics. (May 2020). Learn More, Earn More: Education Leads to Higher Wages, Lower Unemployment. *Career Outlook*. <https://www.bls.gov/careeroutlook/2020/data-on-display/education-pays.htm>

^{vii} DRP calculation based on The Trellis Company, *State of Student Aid in Texas - 2018*. <https://www.trelliscompany.org/state-of-student-aid-2018/>

^{viii} DRP calculation based on Independent Sector, (2018) *The Value of Volunteer Time / State and Historical Data, 2001-2019*. https://independentsector.org/resource/vovt_details/

Court Appointed Special Advocate (CASA)

THE PROBLEM: OVERWHELMED SYSTEMS



Child welfare systems are in a **state of crisis**, partly due to a devastating opioid epidemic.



have an open **abuse and neglect** case in Adams and Broomfield Counties



The average case is open for 18 months..

THE SOLUTION: VOLUNTEERS FROM THE COMMUNITY



Volunteer advocates are **screened, trained, and supported** by program staff.



Volunteers spend **quality time** with a child and get a full picture of the case.



Judges depend on **CASA Volunteers** for critical information to help them make decisions in the child's best interests.

"At first you wonder, can I do this? Can I really make a difference to this child? And the answer I see now is YES, anyone can do this, you just have to go for it!"

ERIKA SELL, CASA VOLUNTEER



"Being a CASA shows that you CAN make a difference; that even the smallest acts of kindness can affect someone's life in the largest way."

IRENE RANDALL, CASA VOLUNTEER

THE RESULTS: RESEARCH HAS SHOWN...



A child with a CASA volunteer is **more likely to find a safe, permanent home.**



A child with a CASA volunteer is **half as likely to re-enter the foster-care system.**



And, they are **more likely to succeed in school** and less likely to spend three or more years in care.

OUR VISION: SERVING EVERY CHILD



289 volunteers help change children's lives every day.

"Children need adults who are interested in them. The care and concern for the children by CASA Volunteers makes a huge difference in their lives. Our Judges value the important role that the CASA Volunteers have for the children."

FORMER CHIEF JUDGE PATRICK MURPHY



635 children who had been neglected or abused had a volunteer speaking up for their best interests in the last year.

About CASA

CASA, Court Appointed Special Advocates, is a volunteer-based, nonprofit organization that trains and supervises community volunteers to represent the best interests of child victims of physical, sexual, or emotional abuse and neglect.

CASA OF ADAMS & BROOMFIELD COUNTIES | 720.523.2855 | casa17th@casa17th.com

SOURCES: U.S. HHS, THE AFCARS REPORT #25

Suggested Motion

I move to authorize the Town Administrator to sign the Letter of Understanding between the Town of Bennett, Colorado and CASA of Adams and Broomfield Counties.

STAFF REPORT

TO: Mayor and Town of Bennett Board of Trustees
FROM: Trish Stiles, Town Administrator
DATE: September 28, 2021
SUBJECT: RFP 21-007 Transportation Master Plan Contract Award

Background

The Town of Bennett recognizes that a transportation master plan (TMP) for the community is a needed planning tool and it has been identified as a short-term catalyst action in the updated draft of the 2021 Town of Bennett Comprehensive Plan. This TMP will be the first of its kind for the Town of Bennett, building on the Town's PEL study from HWY 79, the Access Control Plan (ACP) for HWY 79 and transportation priorities from the Town's Capital Asset Inventory and Master Plan (CAIMP). Goals for the TMP are to assess current and future transportation planning needs, seek public input to address opportunities for future transportation needs and produce a transportation plan in both an executive summary format and GIS format to incorporate into CAIMP.

The purpose of the project is to create a TMP that is community-supported and guides future development and redevelopment of the community's transportation network. Additionally, the TMP should attempt to find solutions to some of the existing issues within the transportation network. It will also aid in guiding the Town's policy development, delivery of services, prioritization of transportation projects, outline opportunities and generate a strategic action plan for the next ten years.

RFP 21-007 sought solicitations for consultants with expertise in multimodal transportation planning, design, land use policy and community engagement to submit a proposal that embodied innovative and industry best practices to complete the project.

Responses and Review

The Town of Bennett received four RFP responses and proposals:

Company	Bid
Bohannon and Huston	\$99,865
JR Engineering/Norris Design	\$99,470
KLJ Engineering	\$99,573.02
Mead and Hunt	\$99,900

Town of Bennett Staff and Consultants assessed the proposals and interviewed all four firms. The objective was to select a firm based on the total amount of items able to be completed and outcomes from the interviews with the review team to ensure maximum partnership, support and fit.

The review team consisted of Trish Stiles, Town Administrator; Daymon Johnson, Director of Capital Projects; Steve Hebert, Planning and Economic Development Manager; Dan Giroux, Town Engineer and Peter Kozinski, Town Traffic Engineer.

All proposals received showed that the list of items for the TMP could be achieved within the allotted budgets. All the proposals were very similar in nature and projected outcomes and all firms were clearly capable of completing the work.

After interviewing, the review team made a decision based on past Bennett experience, local presence, CDOT experience and similar experience with other TMPs.

Staff Recommendation

Staff recommends the Board of Trustees approve the Town Administrator to enter into a contract with Bohannon and Huston for the completion of a transportation master plan in the amount of \$99,865.

Attachments

1. RFP 21-007 Transportation Master Plan
2. Bohannon and Huston Response
3. JR Engineering/Norris Design Response
4. KLJ Engineering Response
5. Mead and Hunt Response

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: July 26, 2021
Project Number: 21-007
RFP Title: **Master Transportation Plan**
Proposals Due: September 1, 2021, 4:00 p.m., Local Time
Submit Proposals to: **Trish Stiles, Town Administrator**

Town Hall, 207 Muegge Way, Bennett, CO 80102-7806

For Additional Information Please Contact: Trish Stiles
(303) 644-3249 Ext. 1009
Email: tstiles@bennett.co.us

Documents Included in This Package:
RFP Cover Sheet
Project Background and Specifications
RFP Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form
Submission Form
Substitute Form W-9
Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____
Email Address: _____

PROJECT BACKGROUND AND SPECIFICATIONS

I BACKGROUND

The Town of Bennett ("Town") seeks proposals for professional consultant services to develop the Town's first Transportation Master Plan (TMP). This document sets forth general information and requirements for persons and firms ("Proposers") interested in submitting "Proposals" in response to this Request for Proposals ("RFP").

Consultants with expertise in multimodal transportation planning, design, land use policy and community engagement are invited to submit a proposal that embodies innovative and industry best practices to complete the project. The purpose of the project is to create a Transportation Master Plan that is community-supported and guides future development and redevelopment of the community's transportation network. Additionally, the TMP should attempt to find solutions to some of the existing issues within the transportation network. The Transportation Master Plan will aid in guiding the Town's policy development, delivery of services, prioritize transportation projects, outline opportunities and generate a strategic action plan for the next ten years.

This TMP will be the first of its kind for the Town of Bennett, building on the Town's PEL study from HWY 79, the Access Control Plan (ACP) for HWY 79 and transportation priorities from the Town's Capital Asset Inventory and Master Plan (CAIMP). The Plan's goals are to assess current and future transportation planning needs, seek public input to address opportunities for future transportation needs and produce a transportation plan in both an executive summary format and GIS-based to incorporate into CAIMP.

II PROJECT OUTCOMES

The TMP should outline expansion opportunities for roadway, transit and other cutting-edge transportation opportunities. The consultant team will utilize current industry tools to assess and project future traffic needs and solutions accurately. The tangible deliverables will be referenced in the Town's future development as the baseline for traffic improvements.

The Town seeks to have the following areas inventoried and addressed in the Plan:

- Current Network and Associated Infrastructure
 - Review of the current physical status of the existing transportation network.
 - Review the new Comprehensive Plan and growth projections, Highway 79 PEL, Bennett's Street Standards and Specifications and the Open Space Parks & Trails Master Plan to ensure compatibility.
- Current issues
 - Propose new connections
 - Identify, propose, and map locations for possible new street connections and pedestrian and bicycle on-street and trail connections.
 - Identify potential round-a-bout locations.
 - Evaluate railroad crossing needs and identify crossing alternatives for multiple modes of transportation, for immediate and long-term future improvements.

- Evaluate the need and growth thresholds to develop alternative routes to complement the Town's State Highways, to reduce reliance, congestion, travel times and critical bottlenecks, while increasing redundancy, emergency response resilience, and system adaptability.
 - Use best practices for walkability in terms of block lengths, increasing connectivity, etc.
 - Include connections that range from small-scale network enhancements (pedestrian and bicyclist path) to large-scale proposals for new streets, where the contexts vary from developed to undeveloped areas.
- Develop travel demand model forecasts.
- Develop a list of desired projects, including new connections and enhancements to existing infrastructure.
- Enumerate projects based on near-, mid-, and long-term timelines.
- Develop Master Street Plan
 - Include street classifications, potential roundabout locations, modal elements, funding options, implementation and metrics and action items. Deliverables include maps and prioritized CIP lists.
 - Off-street pedestrian network.
 - Current traffic counts and traffic projections.
 - Project problem areas within the network.
 - Public Signage & Wayfinding.
- Current Street classification
 - Review a classification system for all transportation modes and facility types in line with the new Street Standards and Specifications.
 - Include minimum to preferred design scenarios and mode information for cross-sections and classifications.
- Review of the current construction standards.
- GIS-based maps summarizing the proposed future improvements.
- Opportunities for future multimodal transit.
- Crosswalk Study.
- Speed Limit Study.
- Plan for regional connectivity
 - Identify regional connections and corridors through review and coordination with CDOT and DRCOG. DRCOG will seek that you include bicycle/pedestrian/alternative modes of transportation along with the usual transportation system (roads).

Deliverables will include, but not be limited to:

- Inventory and Service Analysis for Transportation Network.
- Develop a needs analysis for Transportation Network.
- Develop a street classification map.
- Assist with setting priorities in the GIS-based CAIMP system.
- Proposed Public/Planning Process
 - Meet with Staff, the Planning Commission and Town Board to determine the vision, goals and desired outcomes.

- Public Participation and Input.
 - Conduct community and neighborhood outreach meetings to determine current and future wants and needs. The public should engage and guide decisions about actions that affect their lives. Public participation includes the promise that the public's contribution will be considered in the decision-making process.
 - Meet with stakeholders/partners, such as the fire district, library district, school district, Union Pacific Railroad, and other key groups, to receive input on the transportation network.
 - Meet with Town of Bennett government agency partners, including Adams and Arapahoe Counties, the Colorado Department of Transportation, and the Denver Regional Council of Governments, amongst others.
 - Conduct a survey through the Town's social media outreach software(s).
 - USPS mailing.
- Conduct a final public meeting to present two draft plan(s) to the Planning Commission, Town Board and citizens to communicate to participants how their input influenced the decisions.
- Assist with any changes to the Draft after submission and before final adoption by the Town Board.
- Final Report, Completion of the Principal Transportation Plan as a comprehensive graphic record of the process and a guiding document for the future.

III PROJECT SCHEDULE

Please include in your proposal an anticipated project schedule for the work included in your proposal. This should include anticipated starting dates, project way posts and milestones, as well as an anticipated completion date.

IV PROJECT PROPOSALS

Please provide detail on your team's graphic capabilities and a description of how these tools will be integrated into the Principal Transportation Plan process and final deliverables. In addition, detail how the Town's strategic action plan will provide a template that may be updated every five years.

In your proposal (limited to no more than 10 pages), please identify your approach and methods of principal planning and how each of the above points will be addressed. In addition, please include firm information, principal plan experience and references. Professional fees should be given as a lump sum, not to exceed \$100,000. The Town will select a firm based on the total amount of items able to be completed and interviews with Town Staff to ensure maximum partnership, support and fit.

RFP INSTRUCTIONS

I QUESTIONS ABOUT RFP

All technical inquiries regarding this RFP shall be made in writing to **Trish Stiles**, tstiles@bennett.co.us no later than fourteen (14) days before Proposals are due. Non-technical inquiries may be directed to **Trish Stiles**, tstiles@bennett.co.us.

II AMENDMENTS TO RFP

The Town reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of Proposals. Addenda or amendments will be posted on the Town's website as soon as available and shall be the responsibility of the Proposer to obtain all addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of Proposals, an addendum will be issued announcing the new date.

III CONTENTS OF PROPOSAL

The Proposal shall contain, at a minimum, the following information:

1. Statements of Qualifications including:
 - i. General firm information including length of time in business
 - ii. Resumes of key project personnel and percent of team that is local
 - iii. Location of key project personnel and availability
2. Proposed Project team including Project Manager and proposed subcontractors (if any). Include information on subcontractors, including subcontractor personnel who will be working on the project and their specific roles.
3. Approach to completing the Project, including addressing the elements of the Scope of Services contained within this RFP, and any additional anticipated issues and proposed strategies for addressing the issues based on additional insight, capabilities or perspectives of the Proposer.
4. Project descriptions and references from at least three projects with similar size, type, and scope. These projects should demonstrate the experience of the project team and should have been completed during the past five years. The descriptions should include whether the project was completed on time and within budget per the original schedule and budget; any discrepancies should be explained.
5. Proposed schedule to complete the Project.
6. Detailed fee schedule tied to the Scope of Services, including a "Not to Exceed" contract amount and hourly rates of key personnel.
7. Signed copy of the cover page of this RFP (page 1 of this RFP)
8. Completed Pricing Form (form attached)

9. Completed Submission Form (form attached)
10. Completed Sample W-9 (form attached)
11. List any requested deviations from the attached Sample Agreement

IV INSTRUCTIONS FOR SUBMITTING PROPOSAL

One (1) copy of the Proposal shall be submitted via email, hand-delivery or mail to:

Town of Bennett
Attn: Trish Stiles, Town Administrator
Town Hall
207 Muegge Way
Bennett, CO 80102-7806
Email: tstiles@bennett.co.us

Hand-delivered or mailed Proposals shall be submitted in a sealed envelope and clearly marked with the title of the RFP.

For emailed Proposals, include the RFP title in the subject line. **Please note that email responses are limited to a maximum of Five (5) MB capacity. It is the sole responsibility of the Proposer to ensure their Proposal is received before the Proposal deadline. The Town does not accept responsibility under any circumstance for delayed or failed email or mail submittals.**

Proposals received after the Proposal deadline shall be considered non-responsive.

V MODIFICATIONS TO OR WITHDRAWAL OF PROPOSALS.

Proposals may only be modified in the form of a written notice on company letterhead and must be received prior to the Proposal deadline.

Proposals may be withdrawn prior to Proposal deadline. Such requests must be made in writing on company letterhead. Proposals may not be withdrawn after the Proposal deadline for a period of ninety (90) calendar days. If a Proposal is withdrawn during this ninety-day period, the Town may, at its option, choose not to accept any Proposal from the Proposer for a six-month period following the withdrawal.

VI EVALUATION CRITERIA

Proposals shall be reviewed and evaluated by Town staff and/or consultants who may request additional information from Proposers or request interviews with one of more Proposers. Final evaluation and selection may be based on, but not limited to any of the following:

1. Qualifications of the Proposer
2. Reference checks
3. Total cost or proposed pricing, not to exceed \$100,000
4. Total deliverables for the proposed pricing

5. Ability of the Proposer to provide quality and timely services and products
6. Interview

VII ANTICIPATED SCHEDULE

The following activities and dates are just a tentative outline of the process to be used by the Town.

July 26, 2021	Issue Request for Proposal
September 1, 2021	Proposal Submittal Deadline
September 2, 2021	Bid Opening
September 7, 2016	Interviews
September 20, 2021	Award Notification
September 28, 2021	Award Contract

TERMS AND CONDITIONS

1. **Responses to RFP.** All Proposals shall become the property of the Town upon receipt and will not be returned to the Proposer. Selection or rejection will not affect this right. Any confidential/proprietary information submitted in response to this request shall be readily identified, clearly marked and separated from the rest of the response. Co-mingling of confidential/proprietary and other information is not acceptable. Submittals will be handled in accordance with applicable federal and state public records laws and procurement regulations. Neither cost information nor the total Proposal will be considered confidential/proprietary.
2. **Rejection Rights.** The Town reserves the right to reject all Proposals and re-solicit if deemed by the Town to be in its best interests, and to abandon the Project and this RFP at any time for any or no reason. The Town is not obligated to accept the lowest cost proposed, is not obligated to accept any Proposal, and will make its determination based on the best interests of the Town.
3. **Other Conditions; Reservation of Rights.** This is a solicitation and not an offer to contract. The provisions in this RFP and any procurement or purchasing policies or procedures of the Town are solely for the fiscal responsibility of the Town and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. The Town reserves the right to issue clarifications and other directives concerning this RFP, to make and issue modifications to the RFP schedule; to require clarification or further information with respect to any response or Proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any Proposer.
4. **Proposer's Responsibilities.** Proposer shall make all investigations necessary to thoroughly inform themselves regarding the Project and are expected to examine the drawings, specifications, schedule of delivery, and all instructions. Failure to do so is at the risk of the Proposer.
5. **Costs of Response Preparation and Other Charges.** Proposers are solely responsible for all costs of preparing their proposals and participation in this RFP, and the Town assumes no responsibility for payment of any expenses incurred by a Proposer as part of this process. For the selected firm, no reimbursement will be made by the Town for any costs incurred prior to full execution of a contract and issuance of written notice by the Town to commence Project services.
6. **Agreement Required.** A written agreement will be required between the Town and the selected Proposer, which agreement will be in the form and substance required by the Town. A sample agreement is included with this RFP, but the Town reserves the right to modify the terms and conditions thereof. The agreement shall include insurance requirements for both general liability and errors and omissions.
7. **Taxes.** Proposers shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Town tax identification numbers will be made available to the selected contractor.

8. **Pricing.** Proposers may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Proposers are encouraged to provide their prompt payment terms in the space provided on the Pricing Form. If no prompt payment discount is being offered, the Proposer shall enter a zero (0) for the percentage discount to indicate net thirty days.
9. **No Collusion.** The Proposer, by affixing its signature to this RFP, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Proposer also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the Town's public procurement process, all Proposers are hereby placed on notice that any and all Proposers who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.
10. **Elimination from Consideration.** A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town. A Proposal may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
11. **Equal Opportunity.** The Town intends and expects that the contracting processes of the Town and its vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subcontractors, vendors, or otherwise. Accordingly, the vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract.

SPECIAL TERMS AND CONDITIONS

COMPETENCY OF CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Proposer's facility may be made prior to award of contract. Responses will only be considered from Proposer which have been engaged in the business of performing services as described in this RFP for a minimum period of five (5) years prior to the date of this RFP. The Proposer must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Proposer to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Proposer, including past performance and experience with the Town) in making the award in the best interests of the Town.

QUALIFICATIONS OF CONTRACTOR: The Town may make such investigations as deemed necessary to determine the ability of the Proposer to perform work, and the Proposer shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Town that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

NON-APPROPRIATION: Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The Town shall give the Proposer or written notice of such non-appropriation.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Proposer(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Proposer (s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

JOINT VENTURES ARE ENCOURAGED. The Proposer shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Proposer shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
Total					\$0.00

Not to Exceed Total:

SUBMISSION FORM

SUBMISSION: It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett
ATTN: Purchasing
207 Muegge Way
Bennett, CO 80102

Attn: Trish Stiles
Master Transportation Plan
RFP: 21-007

Does your proposal comply with all the terms and conditions? If no, indicate exceptions YES / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions YES / NO

State percentage of prompt payment discount, if offered _____ %

State total bid price (include all items bid) _____

State total bid price with discount _____

The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.

SUBSTITUTE FORM W-9

Vendor# _____

REQUEST FOR TAXPAYER

IDENTIFICATION NUMBER AND CERTIFICATION

(A copy of the W-9 instructions is available upon request)

1 NAME OF FIRM:

NAME (Legal Name)

BUSINESS NAME (If different from above e.g. DBA)

2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED

(if different from above):

NAME (As it appears on invoice)

ADDRESS

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

(If more than one remit to address, please attach on additional page.)

STREET ADDRESS

CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax (303) 644-4125
By mail Town of Bennett
ATTN: Danette Ruvalcaba
207 Muegge Way
Bennett, CO 80102

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____-_____-_____
OR
Federal Identification Number _____-_____

Name of Business Owner (please print) _____

Check Appropriate Box:

☐ Corporation ☐ Partnership ☐ Government
☐ Individual/Sole Prop ☐ Non-Profit Organization ☐ Other

(Must explain)

CERTIFICATION

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Tax Identification Number, and
- (2) I am not subject to backup withholding.
- (3) I am a US person (including a US resident alien)

Signature _____

Date _____

Print Name _____

Telephone Number () _____

**NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF BENNETT UNTIL
YOUR TAX PAYER ID NUMBER IS ON FILE IN THIS OFFICE!**

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships:For Corporation:

<input type="checkbox"/> Merchandise Only	<input type="checkbox"/> Services	<input type="checkbox"/> Attorney
<input type="checkbox"/> Employee expense reimbursement	<input type="checkbox"/> Contract Labor	<input type="checkbox"/> Non Attorney
<input type="checkbox"/> Garnishment / Child Support	<input type="checkbox"/> Other (Explain)	
<input type="checkbox"/> Damage awards & other reimb	<input type="checkbox"/> Sale of Land	

Approved:

Town Administrator

Date

SAMPLE AGREEMENT

**INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE TOWN OF
BENNETT AND _____**

1.0 PARTIES

The parties to this Agreement are the **Town of Bennett**, a Colorado municipal corporation, hereinafter referred to as the “Town,” and _____[**contractor name**]__, a Colorado _____[contractor business entity]__, hereinafter referred to as the “Contractor.”

2.0 RECITALS AND PURPOSE

- a) The Town desires to engage the Contractor for the purpose of providing services as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services”).
- b) The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit A and incorporated herein by reference. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- a) The Town shall pay the Contractor for Services under this agreement a total not to exceed the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses which are deemed necessary for performance of the services and which are pre-approved by the Town Administrator. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- b) The Contractor shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Contractor shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one and one-half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- a) The Town designates _____[staff member]_, _____[staff title]_, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town staff and such person's designees.
- b) The Contractor designates _____[Contractor's project manager's name]_ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

The term of this Agreement shall be _____[start date]_, 20__ to _____[end date]_, unless the Agreement is sooner terminated pursuant to Section 13, below. The Contractor's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Bennett Board of Trustees, in its sole discretion.

7.0 INSURANCE

- a) The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Bennett, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Bennett, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If

the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Bennett under this contract.

- 7.1.4 If the Services include the performance of professional services (e.g., architect, engineer, accountant, attorney), Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification

obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

The parties agree that the Contractor is an independent contractor and not an employee of the Town and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Contractor shall have the right to contract and represents that it does contract for similar services with others. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. This Contract shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Town will not pay a salary or hourly rate, instead of a fixed or contract rate. The Town will not withhold Social Security, Medicare, State or Federal taxes. Earnings in excess of \$600.00 per year will be recorded on IRS Form 1099-MISC and reported to the IRS.

AS AN INDEPENDENT CONTRACTOR, CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY. THE CONTRACTOR IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

- a) This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

- b) In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs. Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Adams County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the "Town of Bennett Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor's Pre-Contract Certification which Contractor has executed and delivered to the Town prior to Contractor's execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested,

by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Bennett
Attn: Town Administrator
207 Muegge Way
Bennett, CO 80102
Telephone: (303) 644-3249
Fax: (303) 644-4125

If to the Contractor:

__[Contractor name]_____
__[Contact person]_____
__[address]_____
__[city, state, zip]_____
Telephone: _____
Fax: _____

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF BENNETT
A Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
Town Clerk

CONTRACTOR:

By: _____
Title: _____
Date: _____

Exhibit A – Scope of Services and Price Information

[See Following Page(s)]

Exhibit B

**Town of Bennett Public Services Contract Addendum
Prohibition Against Employing Illegal Aliens**

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Pre-Contract Certification
in Compliance with C.R.S. Section 8-17.5-102(1)**

From: _____
(Prospective Contractor)

To: Town of Bennett

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this _____ day of _____, 20__.

Prospective Contractor _____

By: _____

Title: _____

State of Colorado

ACKNOWLEDGMENT

STATE OF _____)
) ss.

COUNTY OF _____)

The foregoing Certification was acknowledged before me this ____ day of _____,
20__, by [Name] _____, for [Company Name]
_____.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

TOWN OF BENNETT

Master Transportation Plan

Project Number 21-007
September 1, 2021



Submitted by:
Bohannon  **Huston**



September 1, 2021

Trish Stiles, Town Administrator
Town Hall
207 Muegge Way
Bennett, CO 80102

Meridian One
9785 Maroon Circle
Suite 140
Englewood, CO
80112-5928

www.bhinc.com

voice: 303.799.5103
facsimile: 303.799.5104
toll free: 877.799.5103

Re: **Master Transportation Plan | Project Number 21-007**

Dear members of the selection committee:

Like many communities, the Town of Bennett wishes to develop a Master Transportation Plan (MTP) to guide future infrastructure investments, and we are excited for the opportunity to support the Town in its first such planning effort. Making this document as useful and as responsive to local needs as possible will require a strong understanding of regional transportation patterns, emerging best practices, and local needs and priorities. The planners and engineers at Bohannon Huston, Inc., (BHI) have extensive experience in providing just that. In addition to our experience in multimodal transportation planning, members of our team have a clear understanding of the planning and development issues that the Town of Bennett faces.

To best meet your needs and ensure you have a product that can address current and long-term transportation infrastructure challenges, we have assembled a team of transportation planners who are supported by our team of civil and traffic engineers. This additional support makes us masters at creating MTPs with a unique twist – we're *always* thinking about implementation, even at the planning stage. Sealing the deal is our proactive creative thinking and the tools to make it work. With our experience and your input (as well as the public's), we can painlessly develop an MTP that will prioritize *your* needs and improve the community with feasible and realistic recommendations, creating a link between economic development and transportation.

In addition to our planning and engineering expertise, we have called Benesch in as our partner for this plan. Their expertise is in railroad coordination and design and includes experience with BNSF and UPRR. Benesch's inclusion on our team brings us a step further in the process because there might be some UPRR coordination involved with some of our recommendations for Bennett. With planning, engineering, and railroad coordination expertise all on one team, you can rest assured your options will be analyzed and your needs will be prioritized.

The extensive knowledge of transportation planning and best management practices we bring to the planning process is invaluable. We consider a comprehensive view of potential transportation initiatives and projects that will bring both short- and long-term improvements to the Town. This includes consideration of many factors, including Town goals, stakeholder input, agency issues, engineering feasibility, quality of life, resiliency, and available funding opportunities. **We will provide the Town of Bennett with a MTP that can help staff and town leaders make sound decisions, provide direction to future transportation expenditures, and create opportunities for future growth.**

We are committed to becoming a trusted service provider for the Town of Bennett. We are confident you will find the BHI team has the right capabilities, people, and experience for your project. If you have any questions or need further clarification, please do not hesitate to contact me (daten@bhinc.com) at 303.799.5103. Thank you for reading our proposal and for considering the BHI Team!

Sincerely,



Denise Aten, AICP
Principal-in-Charge



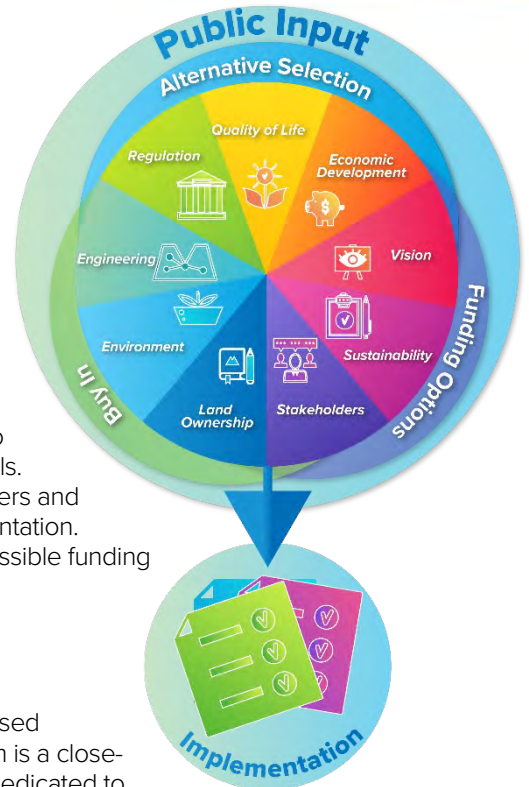
Derrick Webb, AICP
Project Manager

1. Statement of Qualifications

I. General Firm Information

Founded in 1959, BHI is a leading multidisciplinary engineering, planning, spatial data, and advanced technologies firm serving the municipal infrastructure needs of communities throughout the Rocky Mountain West. We provide our clients with a blend of planning and engineering experience, enabling us to create transportation plans from scratch or nearly scratch, or by building off previous plans to update them. Our Project Manager, Derrick Webb, is a certified planner who is a friendly and familiar face to the Town of Bennett. Our experience and familiarity, backed by the support of Denise Aten as the Principal-in-Charge, ensures your MTP will be completed correctly, on time, and within budget.

BHI's approach to planning infuses an array of data, issues, and opportunities into the planning process and creates order from the often-conflicting needs and goals. Ultimately, all input is fully vetted through the lens of our combined team of planners and engineers, resulting in recommendations that are feasible and ready for implementation. Recommendations are also aligned with priorities of the community as well as possible funding options.



II. Résumés of Key Project Personnel



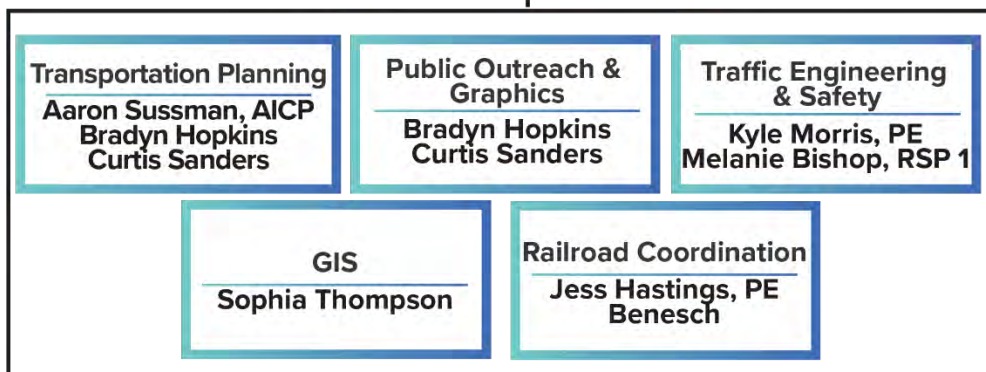
Principal-in-Charge
Denise Aten, AICP



Project Manager
Derrick Webb, AICP

BHI's proposed project team is a close-knit group dedicated to keeping your project under a tight focus, as shown in the organization chart. The major strength of this team setup is the integrated combination of planners and engineers. This ensures all strategies and recommendations developed through the planning process both address community needs and are technically feasible. Our experience on a variety of transportation plans allows us to apply proven methodologies and develop community-specific plans that are responsive to local issues while aligning with budgetary and schedule expectations. Additional skills and areas of competency include creative outreach techniques, high-quality graphics, land use forecasts, capital improvement plans, and comprehensive planning.

Denise Aten (Principal-in-Charge) and Derrick Webb (Project Manager) will work directly with the team identified to ensure all tasks are completed efficiently and following proven quality processes. BHI has internal technology and communication protocols, allowing us to bring together the best team members across offices. If additional technical skills or team capacity are needed, other staff are always available to provide the necessary support.



Résumés

Please find our key team member résumés in the following pages:

Denise Aten, AICP | Principal-in-Charge (Location: Denver; Availability: 15%)

30 years' experience; MS Environmental Planning, BA Math and Economics; AICP 023292



As Principal-in-Charge on this project, Denise has the authority to ensure the team has all the resources needed to complete the work and the ability to finalize all contracting requirements. Denise is a senior transportation and environmental planner with more than 30 years of experience in Colorado and New Mexico. Her work history has given her invaluable experience in implementing a variety of transportation planning projects with a focus on public and stakeholder engagement, agency coordination, and transportation/land use connections. Recent planning projects include regional planning, capital improvement plans based on locally defined evaluation criteria, technology-based

outreach efforts within a virtual environment, and transportation-related planning projects with cost elements and grant applications to support construction. Denise is currently the Principal-in-Charge and Project Manager for the Firestone Transportation Master Plan.

Derrick Webb, AICP | Project Manager (Denver; Availability: 75%)

11 years' experience; MURP Urban and Regional Planning; MS Information and Communication Technology, BA Architecture; AICP 027364



Derrick is a senior planner with more than 10 years of experience working throughout Colorado and New Mexico. He has worked on and managed a variety of planning projects, including regional, county, and city-level plans and studies, as well as station area master plans and corridor studies for numerous communities. Derrick is skilled in long- and short-range planning with specific experience coordinating federal funding with planning and infrastructure implementation. His experience includes data collection and analysis, socioeconomic research and evaluation, long-range regional planning and scenario planning, project management, professional writing and document preparation, public outreach, and

meeting facilitation. Under previous employment, Derrick has extensive experience supporting local agencies through technical assistance and stakeholder coordination. Derrick has recently had the opportunity to work with Bennett on the Boomer Bond Assessment to proactively plan for your current and growing older adult population.

II., III. Location and Availability of Key Personnel

Our project team is in both Denver and Albuquerque. Please see the names/titles of personnel in the above (and below) section to see **where each person is located, and their availability is to work on this project. 85% of the Project Team is local in the Denver office, 15% will be bringing additional skills and support out of the Albuquerque office.**

2. Proposed Project Team

The résumés included below demonstrate the qualifications and experience of our project team. Because **Denise is Principal-in-Charge** and **Derrick is Project Manager**, their information can be found in the previous section.

Aaron Sussman, AICP | Transportation Planning (Albuquerque; Availability: 15%)

13 years' experience; MCRP Community and Regional Planning, MA Latin American Studies, BA Anthropology/Spanish; AICP 02526611



Aaron has more than a decade of experience in transportation planning and socioeconomic analysis. He has worked on and managed a variety of planning projects across Colorado and New Mexico, including city- and county-level transportation plans and multi-modal studies, as well as the New Mexico Prioritized Statewide Bicycle Plan. Aaron has a strong understanding of the impacts of land use and development patterns on transportation conditions. His experience includes extensive data collection and analysis, demographic research and forecasting, long-range regional planning and scenario planning, performance measures and project evaluation. Aaron is currently the technical lead on the Firestone Transportation Master Plan.

Bradyn Hopkins | Transportation Planning & Public Outreach (Denver; Availability: 40%)

2 years' experience; MURP Urban and Regional Planning, Master of Public Health, BS Kinesiology



Bradyn brings a comprehensive perspective to bicycle and transportation planning with her unique background in both urban planning and public health. She considers the overall health and quality of life benefits for every planning project she undertakes. She helps educate the public on the value of non-motorized transportation projects and uses a people-centered approach to improve transportation systems beyond engineering. Bradyn is an integral part of all public outreach efforts with her creative and organization

skills. Bradyn is highly involved in a variety of community-based and professional organizations that put the community first to improve health where we live, learn, work, and play.

Curtis Sanders | Transportation Planning and Graphics (Denver, Availability: 40%)

3 years' experience; MRCP Community and Regional Planning, BA History/Medieval Studies



Curtis brings a collection of skills including the ability to create engaging graphics, research on best management practices, and data analysis and manipulation. Curtis has been involved in the creation of an online web tool for asset management planning, the technical analysis of traffic calming measures, parking studies for private developments, as well as assisting in various other transportation and infrastructure planning elements for local communities. Curtis uses his graphic skills to improve the visual appeal of our planning products, public outreach materials, project websites, and educational tools.

Kyle Morris, PE | Traffic Engineering & Safety (Denver, Availability: 20%)

8 years' experience; BS Civil Engineering; PE CO 58749



Kyle provides experience with civil design, traffic analysis, development review, and field inspection. His primary tasks include traffic and transportation design for roadway improvement projects. Kyle offers technical experience in relevant technical manuals and software such as AASHTO, MUTCD, HCM, AutoCAD Civil 3D, MicroStation, Synchro/SimTraffic, SIDRA Intersection, and HCS. He designs all elements of roadways, including multi-use trails, sidewalks, and drainage features, and is familiar with the CDOT Local Agency process. Kyle also brings skills and knowledge with permit compliance, safety and operational effects, scope development and review, cost estimation, and inspections of new construction.

Melanie Bishop, RSP 1 | Traffic Engineering & Safety (Albuquerque, Availability: 15%)

6 years' experience; MCRP Community and Regional Planning, BA Mass Communication/Anthropology



Melanie Bishop's transportation planning experience includes multi-modal corridor studies, master transportation plans, and safety studies. She conducts hands-on research for planning projects with a distinct focus on evaluating how transportation may impact land use, community, and travel patterns. Her skills include traffic impact analysis, travel demand modeling, and noise analysis of traffic impacts. Melanie also has experience with road safety and recently received the designation of Road Safety Professional 1.

Sophia Thompson | Graphics and GIS (Albuquerque, Availability: 20%)

3 years' experience; MCRP Community and Regional Planning, BS Biology, AA GIS



Sophia is a GIS professional with 8 years of GIS experience and a background in landscape ecology and community and regional planning. She has worked on a diverse set of spatial data projects including both regional and neighborhood scales that use a variety of tools to ensure information accuracy. She brings an analytical mind with a propensity for statistics to her GIS work and is able to support a range of land use and demographics analyses. Sophia has cultivated a specialized skill set for using Census data to better understand the effects of location, time, and space in a community.

Teaming Partner

Since 1962, Benesch has been meeting the consulting needs of the Front Range with over 40 professional engineers, designers, and construction managers, inspectors, and project managers. They are experienced with working with CDOT, UPRR, and BNSF. Their experience and contacts, coupled with their railroad crossing expertise and quiet zone studies, will be an asset to the project team.

Jess Hastings, PE | Railroad Coordination (Benesch) (Denver, Availability: 10%)

13 years' experience; BS Civil Engineering; PE CO



Jess is the construction group manager in Benesch's Colorado division. He has managed a variety of transportation projects including highways, bridges, and railroads. He has extensive experience working with Class 1 railroads and has an in-depth understanding of industry standards. Jess is also a skilled communicator and excels at stakeholder involvement and outreach, including coordination with UPRR.

3. Approach to Completing the Project

At BHI, we truly understand the importance of MTPs and how to work with communities to create them. Our work on this plan will ensure *recommendations and project priorities are thoroughly vetted and realistic*. The BHI team will apply an approach that brings stakeholders together, understands the needs of residents, and develops transportation options to serve all users.

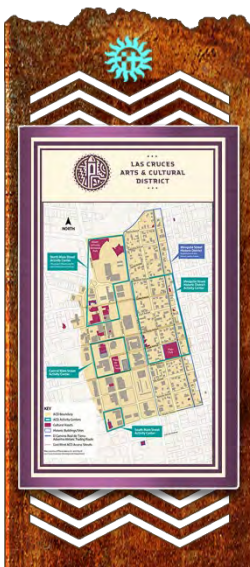
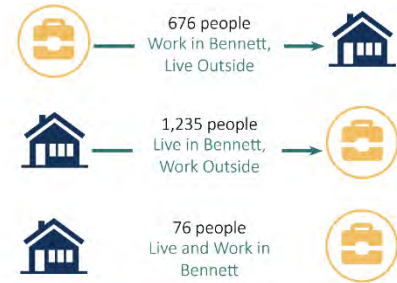
Existing Conditions

We understand the value of detailed and accessible data. Through this task, we intend to develop an easy-to-reference **inventory of the current transportation network and associated infrastructure** for the Town. The project team will start by reviewing available data—including conditions for all modes, and relevant plans and studies—and will meet with Town staff to understand data limitations. Gaps in data will be filled through site visits plus analysis using Google Earth. At the conclusion of this task, the project team will compile all data into a GIS database for inclusion and expansion within the Town's CAIMP system, as appropriate.

Given the location and future growth opportunities in the Town, some of which were outlined in the *2015 Comprehensive Plan*, consideration of existing **regional connections and planning initiatives** will also be critical in developing an actionable and comprehensive MTP. Capitalizing on our experience and relationships across the Denver region, the BHI team will coordinate closely with CDOT, DRCOG, Adams County, and Arapahoe County staff to maximize the amount of information captured and ensure that all transportation challenges, opportunities, and regional priorities are integrated into the planning process.

Beyond data collection, we will create a framework to better understand *who* uses the transportation system and *how* improvements could enhance the quality of life for both Town residents and visitors. A preliminary review of the Town's **socioeconomic conditions** and recent planning efforts indicates a desire to create a transportation system offering all modes of travel in a safe and engaging manner and ultimately resulting in a community desirable to many age groups and for many generations. Bennett features a relatively young population with about 23% under 18 years of age, just slightly higher than Denver (19.8%). Previous planning initiatives indicate one goal of the Town is to encourage this collection of young people to stay and build a future in Bennett. Comparatively, Bennett also hosts a higher percentage of older adults, aged 60+ (12.7%), than adjacent areas in the region (11.6% in Denver). Developing and implementing a master transportation plan to support all modes and abilities will not only help to attract new residents, but also retain and continue to support current residents as they age.

Supporting the Town's desire for regional transit or alternative travel options, data shows residents are disproportionately car-dependent and less likely to walk or bike to work than in adjacent cities or counties. American Community Survey 2015-2019 5-Year estimates indicate 90.2% of workers 16 years old and over used a car, truck, or van (compared to 76.8% in Denver), and that 78.9% drove alone (11.3% indicated they carpooled). Our goal is to recommend transportation improvements that shift this trend as future census data are collected.



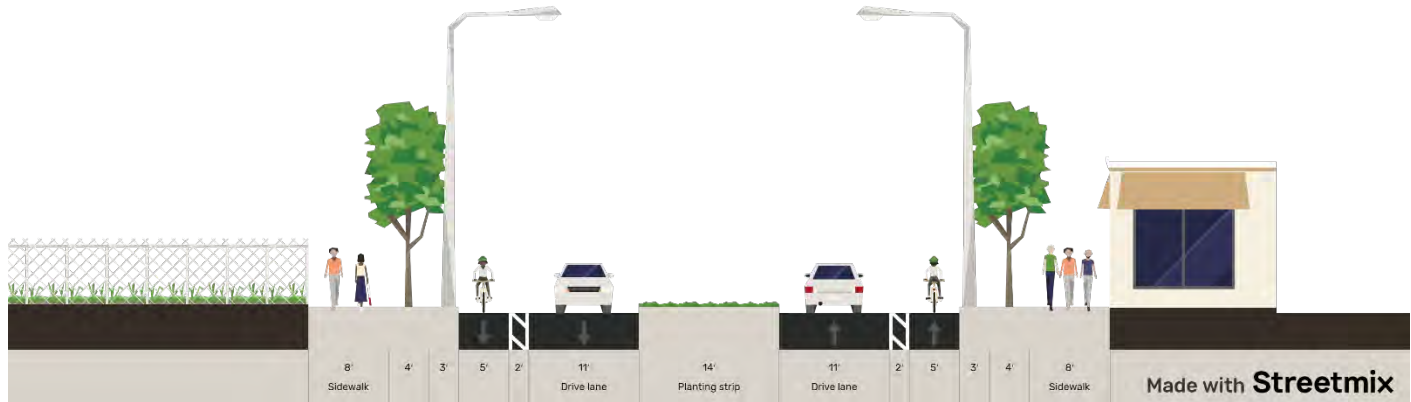
Wayfinding signage BHI recently created for the City of Las Cruces

In conjunction with the investigation detailed above, we will review and provide updated **street classifications** for Town roads and develop design guidance (including cross-sections and right-of-way requirements) that apply Complete Streets concepts and provide for quality facilities for all modes. We will use recent experience developing roadway design standards in similar communities and knowledge of best practices to develop recommendations and updates that align with previous planning efforts in the Town. A major consideration of this work will be incorporating **multimodal transportation design (i.e., bicycle and pedestrian infrastructure)** into future recommendations. This work will inform key improvements to be included in the development of the MTP. *OnTheMap* data indicates about 94% of employed Town residents work outside of the community. However, the data also indicates 6.1% walk to work, suggesting that all residents who work within Bennett walk to their jobs (is this actually true?). Examining this type of data, as we better understand travel pattern behaviors, will be among the benefits of the MTP.

Then, in preparation of implementation, the team will also review the current **construction standards**. BHI has internal construction management staff that offer a firsthand perspective to this planning-level activity, ensuring any recommendations made are feasible and appropriate.

Leaning on the planning and study work already completed for the Town, we will consider opportunities for **new and improved connections** that support vehicular movement and **pedestrian and bicycle circulation** throughout the town. Various options, including alternative routes, will be considered for all modes both within the town and regionally. Prior recommendations will be reviewed, updated, and pulled forward to support potential traffic control system improvements (such as roundabouts) and provide for a reevaluation and renewed focus on railroad crossing improvements.

Additional investigations into developing new connections and proposed improvements include a [crosswalk study](#) and a [speed limit study](#). The BHI team proposes to provide a high-level analysis for these two issue areas and establish locations of concern for more detailed studies as needed. Included in this overview, the team will also provide recommendations on the type of infrastructure different areas may benefit from, such as traffic calming elements, HAWK signals, pedestrian islands, crosswalk treatments, etc.



Example Major Collector cross section from BHI's current efforts on the Firestone TMP project

Analysis and Recommendations

BHI will use best practices and context-sensitive solutions when analyzing and identifying network enhancements throughout the community. Not only will these solutions support current land use, but also planned build out to [support anticipated growth](#). Our analysis will incorporate all the data elements presented above and be supported by our comprehensive team of transportation planners, civil engineers, traffic engineers, and railroad experts.

Based on the existing conditions analysis performed in preparation of this proposal and the regional travel demand modeling performed by DRCOG, the project team will [identify gaps in the transportation network](#) as well as locations with insufficient roadway capacity to carry current and projected levels of travel demand. We believe the travel demand modeling work performed by DRCOG will be sufficient for the Bennett MTP. The BHI team can fully utilize the DRCOG modeling results and apply additional planning-level traffic analyses as needed, resulting in enough detail to appropriately inform the MTP without expenditures on additional model runs. Inferring potential impacts based on the currently available model outputs, with detailed conversations with Town staff regarding anticipated development, will help save time, money, and effort.

This information, along with the outcomes of analyses identified earlier in this proposal, feed well into the development of a [list of desired projects](#) and an [identification of project timing](#). The transportation section of the 2015 *Comprehensive Plan* indicates more than 88% of streets in Bennett are at least 30 years old, suggesting future reconstruction will be required. However, rather than just retrofitting the current roadways, planning for proposed improvements as reconstruction occurs can save the Town time and money in the long run. The team will also compile a quick-win-type project list that includes low-effort and low-cost items to implement in the near-term as larger projects are prioritized and planned for as funding is identified and obtained. Supporting the development of this list of recommended improvements will be consideration of goals and priorities established throughout the public outreach process (discussed below). Priority projects will align with the input received by the public as well as our professional analysis on safety, roadway conditions, and connectivity.



One noted concern is the potential blocked crossings for emergency access due to the railroad tracks. We recruited railroad experts to help us develop creative solutions as an integral part of the MTP. This might include an existing access (potentially private) under the tracks on the west side of Kiowa Creek, just east of town. While not necessarily a viable connector for everyday use, this access could potentially be used for emergency services.

Master Transportation Plan

BHI will create a draft and final MTP for review by the Town. We take great care to produce transportation plans that are visually appealing, easy to read, comprehensive, and customized to provide value to the community. The plan will consolidate exist

conditions, street classifications, new connections, recommendations, and transportation improvement projects as well as a complete implementation plan with a recommended list of projects. The framework for the MTP document and content structure will be created to facilitate updates on a 1-5 year basis, as needed. There will be clear sections with links to current data and associated regulations so current data and guidelines will always be available to the user. The product can be provided in both paper format as well as a readable pdf, along with the associated GIS-based maps summarizing the proposed future improvements for inclusion in the Town's CAIMP system along with all relevant data. At the conclusion of the planning process, BHI will present the final MTP to the Town Board for adoption,

Ultimately, residents and visitors will benefit from future improvements recommended specifically for the Town of Bennett, aimed at prioritization of the right projects to enhance safety, accessibility, and community happiness.

Public and Stakeholder Participation

The Town of Bennett has identified community involvement as a critical element of the MTP process to determine current and future goals and priorities. We recognize the difficulties in getting the public engaged in long-term transportation issues when so many other challenges seem more immediate and pressing. However, we believe through innovative techniques and flexible approaches, we can reach a wider range of individuals than would typically engage in the transportation planning process – the goal being the public's contribution helps shape the decision-making process.

When communicating with the public we use vivid visuals to tell the story around options and recommendations. A snapshot of our skills is shown via the rendering on the front cover representing one possible transportation improvement recommendation.

This proposal includes **two formal public meetings**, focusing on general transportation goals and community values and vision. The public will be invited to share their thoughts on draft elements of the plan to further refine the MTP **prior to final presentations** to the Planning Commission and Town Board for adoption. These presentations will also be open to the public for additional input opportunities.

In addition to formal public meetings, the BHI team will develop a **project website and web-based materials** that allow for online interactions during the plan development process. All public outreach materials – including presentations, handouts, and meeting boards – can be shared online to allow individuals who are not able to attend public events to learn about the MTP update and share their thoughts. We also propose developing an **interactive map** where participants can indicate locations where they experience recurring congestion or unsafe conditions, as well as where they feel gaps exist in the transportation network. Lastly, along with USPS mailings, the BHI team will coordinate with Town staff to leverage **social media outreach** possibilities (such as the Town's Facebook and Twitter accounts) as well as the *Engage. Shape. Build.* events series to cast the widest net possible for public input.

Engaging key stakeholders in the development of an MTP is critical for achieving consensus and buy-in among organizations and agencies affected by the implementation of the plan. The goal should be to not only inform the stakeholders of plan components, but also to utilize their knowledge and resources for plan strategies and other content and to receive critical feedback on draft elements of the plan. To ensure participation from the outset of the plan development process, we propose a **kick-off meeting** with Town key staff and stakeholders to obtain perspectives on critical issues and considerations that should be considered in the plan. Additional **stakeholder meetings** could be scheduled to review proposed projects and plan recommendations.



BHI likes to brand all projects to build trust and recognition with the public.

Our team members bring current relationships with many key stakeholders, allowing us to easily engage and build consensus around the recommendations. Key stakeholders may include Adams and Arapahoe Counties, the Colorado Department of Transportation, the DRCOG, area Fire Districts, Anythink Libraries, Bennett School District, the Union Pacific Railroad, and others as identified. We will participate in other meetings or individual conversations with stakeholders if needed.

4. Project Descriptions

BHI extends a local touch point combined with regional strength. We offer the personal service of a small, local company with the technical backing and employee resources of a regional firm. We want Bennett to consider us a valued team partner just as we are to many other communities that we have performed successful, challenging, high-profile projects for. Below are project examples of similar and relevant projects. BHI is also currently working on the Firestone TMP, but it didn't meet RFP requirements since it won't be completed until early 2022; thus, it is not listed here. However, we would like to offer you the opportunity to reach out to our client contact at Firestone for a reference for our BHI Team: Town of Firestone, Matt Wiederspahn, PE (Town Engineer), 303.531.6254, mwiederspahn@firestoneco.gov.

Castle Pines Master Transportation Plan

Project completed on time and within budget in 2017

Community-based transportation plan with implementation elements.

The Castle Pines Master Transportation Plan offers a strategic planning approach that evaluates the city's transportation infrastructure needs with an emphasis on how to address the auto-dependent nature of the city and the lack of effective multi-modal connectivity, while reinforcing the community's identity and character. The plan also considers transportation opportunities and challenges associated with annexed land under development.

The products of the plan includes three congruent implementation measures to aid in the decision-making process that can be applied to a range of situations. These include the Blueprint Process, Multi-Modal Transportation Solutions, and Policy Recommendations. The Blueprint Process offers Castle Pines the ability to analyze its existing transportation infrastructure and identify critical issues, while considering strategies that would enable appropriate investment decisions. The Transportation Solutions supports the Blueprint Process by defining roadway infrastructure and community design concepts by location. Lastly, the Policy Recommendations discusses regulatory and other steps that Castle Pines can take to improve transportation options.

Client:

City of Castle Pines

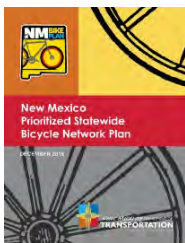
Reference:

Samuel L. Bishop; 303.705.0225
sam@castlepinesco.gov

NMDOT Prioritized Statewide Bike Plan

Project completed on time and within budget in 2018

Statewide transportation plan with prioritization process resulting in a set of design guidelines and project recommendations.



The Prioritized Statewide Bicycle Network Plan (NM Bike Plan), approved in December 2018, considers how to best provide New Mexico residents and visitors with a safe and connected bicycle network at the statewide level. The NM Bike Plan specifically prioritizes State-owned roadways into three tiers based on their appropriateness for bicycle infrastructure. This statewide priority network is accompanied by a series of bicycle-friendly roadway design guidelines (e.g., wide shoulders, bicycle lanes, or separated trails) that are linked to the roadway location and travel conditions. The NM Bike Plan will help guide roadway improvements and incorporate bicycle infrastructure on NMDOT roadways as they undergo regularly-scheduled maintenance as well as major reconstruction.

The bike plan was the first of its kind in New Mexico, and worked in close coordination with the Statewide Planning Bureau staff throughout the project. To support overall plan development and generate input on bicycle-infrastructure needs and priority locations for improvements, BHI led a comprehensive statewide outreach process, including a combination of public and agency/stakeholder meetings and online input opportunities, including a project website in both Spanish and English.

Client:

New Mexico Department of Transportation

Reference:

Rosa Kozub; 505.827.5100
roza.kozub@state.nm.us

Farmington MPO Metropolitan Transportation Plan 2045

Project completed on time and within budget in 2020

Regional transportation plan with consideration of all modes, population projections, funding opportunities, and local goals.

BHI recently completed the update to the Metropolitan Transportation Plan for the Farmington Metropolitan Planning Organization (FMPO). The Plan is the long-range transportation plan, through year 2045, for the region that includes several local cities and San Juan County. The plan analyzes all travel modes, including personal vehicles, transit, pedestrian and bicycle travel, aviation, and freight, and will be used to guide the region's transportation framework for the next 25 years. To ensure that the Plan accurately addresses regional needs and better serves the system's users, the current and projected regional transportation system were analyzed and updated with the latest population projections and expectations for both the urban and rural communities. Given the large amount of land managed by federal agencies within the county, regional recreational and tourism opportunities were considered within the planning scenarios, including coordination with Central Federal Lands Highway Division to ensure alignment with state and federal transportation planning. As funding for transportation is limited, the Plan also considered how to best utilize the federal funding available to the region and prioritized projects for implementation based on current financial constraints. BHI's efforts included public outreach that sought input on the Plan vision and goals as well as the prioritization of projects for both the short-term and long-term.

Client:

City of Farmington

Reference:

Beth Escobar; 505.599.1285
bescobar@fmtn.org



Pueblo Master Plan for Union Avenue and Main Street

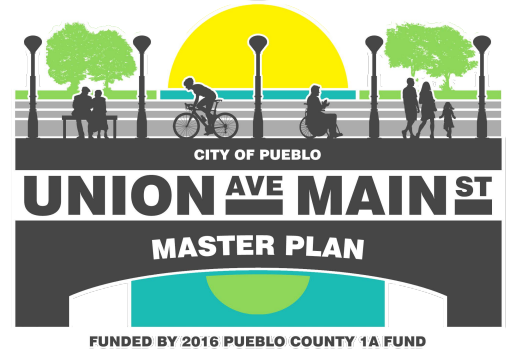
Project completed on time and within budget in 2021

Transportation planning initiative considering all modes with an extensive virtual outreach process with a strong online presence.

BHI was hired to develop a comprehensive set of creative solutions for both Union Ave and Main Street. This project is unique because it requires consideration for the individual contexts of each corridor along with the opportunity to create a unified approach between the two corridors to transform this entire area of Pueblo into a thriving and economically viable place. Parking, bicycle facilities, landscaping, streetscape, and more are all being considered as ideas and alternatives are developed, all while aligning with the vision, goals, and design standards established by numerous previous planning activities with the residents of Pueblo. Specific efforts for this project include a traffic analysis of both roadway corridors to better understand the current level-of-service for automobiles within the project area. These results help inform decisions surrounding roadway infrastructure and typical sections. This analysis was used to inform stakeholders and clearly articulate the tradeoffs between vehicle access, parking, and bicycle and pedestrian facilities. Study results include a set of sub-projects ready for final design and construction for each corridor.

Client:
City of Pueblo

Reference:
Scott Hobson; 719.553.2244
shobson@pueblo.us



5. Proposed Schedule

The schedule below represents a 12-month timeframe, but our team can be flexible (faster/slower) based on the needs of the Town.

The schedule is also broken up into four project way posts (Public and Stakeholder Outreach, Existing Conditions, Analysis and Recommendations, and the final Master Transportation Plan) to help delineate the tasks and action items. Aligned with each of the project way posts, we will provide an interim deliverable for the Town to review and comment. Milestones are noted as the two public meetings and Town board presentation.

	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22	6/22	7/22	8/22	9/22
Project Management												
Project Management	*	*	*	*	*	*	*	*	*	*	*	*
Public and Stakeholder Outreach												
Stakeholder Coordination												
Public Meetings/Social Media		👥							👥			👥
Existing Conditions												
Review Existing Plans/Conditions												
Inventory Current Transportation Network												
Consider Regional Connections												
Analysis and Recommendations												
Identify Gaps and Deficiencies												
Develop Recommendations												
List Transportation Improvement Projects												
Master Transportation Plan												
Draft and Final MTP												

Icon Legend:

* Bi-Weekly Progress Meetings

👥 Public Meetings

👥 Town Board Meeting

6. Detailed Fee Schedule

Deliverables in the fee schedule below include items listed in the RFP, including inventory and service analysis of transportation network, needs analyses, street classification maps, public outreach efforts, list of prioritized transportation recommendations, final presentations, and a draft and final MTP.

Bennett Master Transportation Plan								Cost Estimate - 09/01/21	
	Denise \$230.00 Hours	Aaron \$155.00 Hours	Derrick \$135.00 Hours	Melanie \$120.00 Hours	Curtis \$105.00 Hours	Bradyn \$95.00 Hours	Sophia \$100.00 Hours	Kyle \$140.00 Hours	
PROJECT MANAGEMENT									
Project Management	6		10						
Progress Meetings (bi-weekly)	12		15			15			
BHI	18	0	25	0	0	15	0	0	\$8,940.00
Benesch									
Project Management TOTAL									\$8,940.00
PUBLIC AND STAKEHOLDER OUTREACH									
Stakeholder Coordination	6		12			16			
Public Meetings/Social Media (2 public mtgs-1 Board)	15		28		12	36			
BHI	21	0	40	0	12	52	0	0	\$16,430.00
Benesch									
Public and Stakeholder Outreach TOTAL									\$16,430.00
EXISTING CONDITIONS									
Review of Existing Plans and Conditions	2		8			12			
Inventory of Current Transportation Network	4		24	4		36	20	8	
Consider Regional Connections	3		8			12			
BHI	9	0	40	4	0	60	20	8	\$16,770.00
Benesch									
Existing Conditions TOTAL									\$16,770.00
ANALYSIS AND RECOMMENDATIONS									
Identify Gaps and Deficiencies	4	4	18	4		24	20	8	
Develop Recommendations	6	5	24	4	8	18	8	10	
Create List of Transportation Improvement Projects	4	6	16			12	8		
BHI	14	15	58	8	8	54	36	18	\$26,425.00
Benesch									
Analysis and Recommendations TOTAL									\$26,425.00
MASTER TRANSPORTATION PLAN									
Draft and Final MTP	12	8	44		32	60		12	
BHI	12	8	44	0	32	60	0	12	\$20,680.00
Benesch									
Master Transportation Plan TOTAL									\$20,680.00
EXPENSES									
Mileage (0.55 x 500 miles * 5 trips)									\$220.00
Production/Meeting Costs									\$400.00
BHI Expense Task Total									\$620.00
Benesch									\$10,000.00
Expenses TOTAL									\$10,620.00
PROJECT TOTAL (excluding applicable taxes)									\$99,865.00

7. Signed Copy of Cover Page

REQUEST FOR PROPOSALS

Cover Sheet



Date of RFP Issuance: July 26, 2021
Project Number: 21-007
RFP Title: **Master Transportation Plan**
Proposals Due: September 1, 2021, 4:00 p.m., Local Time
Submit Proposals to: **Trish Stiles, Town Administrator**
 Town Hall, 207 Muegge Way, Bennett, CO 80102-7806
For Additional Information Please Contact: Trish Stiles
 (303) 644-3249 Ext. 1009
 Email: tstiles@bennett.co.us
Documents Included in This Package: RFP Cover Sheet
 Project Background and Specifications
 RFP Instructions
 Terms and Conditions
 Special Terms and Conditions
 Pricing Form
 Submission Form
 Substitute Form W-9
 Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Bohannon Huston, Inc. Fax: 303.799.5104
 Address: 9785 Maroon Circle City/State: Englewood, CO Zip: 80112
 Contact Person: Denise Aten Title: Senior Vice President Phone: 303.799.5103
 Authorized Representative's Signature: Denise Aten Phone: 303.799.5103
 Printed Name: Denise Aten Title: Senior Vice President Date: 9/1/2021
 Email Address: daten@bhinc.com

Town of Bennett • 207 Muegge Way • Bennett, CO 80102 • p. 303-644-3249 • f. 303-644-4125

Completed Pricing Form

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	Phase	Project Management	\$8,940	\$8,940
2	1	Phase	Public and Stakeholder Outreach	\$16,430	\$16,430
3	1	Phase	Existing Conditions	\$16,770	\$16,770
4	1	Phase	Master Transportation Plan	\$10,620	\$10,620
5	1	Phase	Subconsultant/Benesch	\$10,000	\$10,000
6	1	Phase	Expenses	\$620	\$620
Total					\$99,865

Not to Exceed Total: \$99,865

Note: we have included the RFP requirements for the Fee Schedule in Section 6 above.

Submission Form

SUBMISSION FORM

SUBMISSION: It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett
ATTN: Purchasing
207 Muegge Way
Bennett, CO 80102

Attn: Trish Stiles
Master Transportation Plan
RFP: 21-007

Does your proposal comply with all the terms and conditions? If no, indicate exceptions YES / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions YES / NO

State percentage of prompt payment discount, if offered 0 %

State total bid price (include all items bid) \$99,865

State total bid price with discount \$99,865

The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.



Substitute W-9 Form

SUBSTITUTE FORM W-9
REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION
(A copy of the W-9 instructions is available upon request)

Vendor# _____

1 NAME OF FIRM:

Bohannon Huston, Inc.
NAME (Legal Name)

Bohannon Huston, Inc.
BUSINESS NAME (If different from above e.g. DBA)

2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED
(if different from above):

Bohannon Huston, Inc.
NAME (As it appears on invoice)

7500 Jefferson St NE
ADDRESS

Albuquerque, NM 87109
CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION
(If more than one remit to address, please attach on additional page.)

7500 Jefferson St NE
STREET ADDRESS

Albuquerque, NM 87109
CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax (303) 644-4125
By mail Town of Bennett
ATTN: Danette Ruvalcaba
207 Muegge Way
Bennett, CO 80102

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____
OR
Federal Identification Number 85 - 0202170

Name of Business Owner (please print) Partnership of 20 Managing Principals

Check Appropriate Box:

☒ Corporation ☐ Partnership ☐ Government
☐ Individual/Sole Prop ☐ Non-Profit Organization ☐ Other

(Must explain)

CERTIFICATION

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Tax Identification Number, and
- (2) I am not subject to backup withholding.
- (3) I am a US person (including a US resident alien)

Signature Denise Aten
Date September 1, 2021

Print Name Denise Aten, AICP

Telephone Number (303) 799.5103

**NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF BENNETT UNTIL
YOUR TAX PAYER ID NUMBER IS ON FILE IN THIS OFFICE!**

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships:For Corporation:

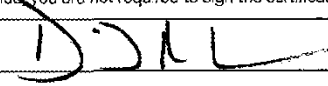
<input type="checkbox"/> Merchandise Only	<input type="checkbox"/> Services	<input type="checkbox"/> Attorney
<input type="checkbox"/> Employee expense reimbursement	<input type="checkbox"/> Contract Labor	<input type="checkbox"/> Non Attorney
<input type="checkbox"/> Garnishment / Child Support	<input type="checkbox"/> Other (Explain)	
<input type="checkbox"/> Damage awards & other reimb	<input type="checkbox"/> Sale of Land	

Approved:

Town Administrator

Date

W-9

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>► Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>																																																		
<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>Bohannon Huston Inc.</p>																																																				
<p>2 Business name/disregarded entity name, if different from above</p>																																																				
<p>Print or type. See Specific Instructions on page 3.</p>	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ►</p>																																																			
	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) 5</p> <p>Exemption from FATCA reporting code (if any)</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>																																																			
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>7500 Jefferson St NE</p>	<p>Requester's name and address (optional)</p>																																																		
	<p>6 City, state, and ZIP code</p> <p>Albuquerque, NM 87109</p>	<p>7 List account number(s) here (optional)</p>																																																		
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 25px; text-align: center;">8</td> <td style="width: 25px; height: 25px; text-align: center;">5</td> <td style="width: 25px; height: 25px; text-align: center;">-</td> <td style="width: 25px; height: 25px; text-align: center;">0</td> <td style="width: 25px; height: 25px; text-align: center;">2</td> <td style="width: 25px; height: 25px; text-align: center;">0</td> <td style="width: 25px; height: 25px; text-align: center;">2</td> <td style="width: 25px; height: 25px; text-align: center;">1</td> <td style="width: 25px; height: 25px; text-align: center;">7</td> <td style="width: 25px; height: 25px; text-align: center;">0</td> </tr> </table>			Social security number																				or										Employer identification number										8	5	-	0	2	0	2	1	7	0
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<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>																																																				
<p>Sign Here</p>	<p>Signature of U.S. person ► </p>	<p>Date ► 09/01/2021</p>																																																		
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none"> Form 1099-INT (interest earned or paid) Form 1099-DIV (dividends, including those from stocks or mutual funds) Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>																																																				

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

Exhibit B

[See Following Page(s)]

Exhibit B

Town of Bennett Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

From: Bohannon Huston, Inc.
(Prospective Contractor)

To: Town of Bennett

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this First day of September, 20 21.

Prospective Contractor Bohannon Huston, Inc.

By: Denise M. Aten
Title: Senior Vice President
State of Colorado

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS

The foregoing Certification was acknowledged before me this first day of SEPTEMBER, 2021 by [Name] DENISE ATEN, for [Company Name] BOHANNAN HUSTON INC.

Witness my hand and official seal.

My commission expires: 2/12/2024

(SEAL)



Jacki Erin Peketz
Notary Public



welcome neighbors.

Master Transportation Plan

Civil Engineering & Planning

Construction Services

Landscape Architecture

Surveying

Transportation

Water Resources

September 1, 2021



J•R ENGINEERING

Service | Expertise | Quality

September 1, 2021

Ms. Trish Stiles
Town Administrator
Town of Bennett
207 Muegge Way
Bennett, Colorado 80102



RE: Request for Proposal
Master Transportation Plan

Dear Ms. Smith and Selection Committee:

JR Engineering (JR) is excited to have this opportunity to work closely with the *Town of Bennett*, by providing exceptional traffic and professional engineering services to the *Town*. Our team is astutely aware of the *Town's Vision* and we are prepared to help make that *Vision a Reality*. JR is fully equipped and poised to provide all of the *Master Transportation Planning* required to fulfill your vision.

Our team has been hand-selected for their experience and dedication to accomplish these initiatives on previous projects of this size and complexity. JR has teamed with **Norris Design** to assist with pedestrian, trail, and bicycle components, graphics, and public involvement. JR Engineering intends to meet and exceed your goals.

JR Engineering understands that the *Town of Bennett* wants to prepare its first *Master Transportation Plan*. It is important to periodically update master plans to incorporate changes that have occurred through development and to update the *Town's Vision* and growth projections.

We will review the planned land uses in the *Town's Comprehensive Plan*, and we will collect supplemental traffic counts in order to develop a model that reflects the current and projected conditions. We will use the relevant portion of the Denver Regional Council of Government's (DRCOG) Travel Demand Model as the basis for our modeling and build from there. We will then analyze this data and identify current and projected problem areas and develop improvement recommendations along with cost estimates for the improvements.

JR has worked with several small communities throughout Colorado. Small communities we are working with include the Town of Severance, Town of Dillon, City of Manitou Springs, Town of Erie, and the City of Brighton. Mr. Daren Sterling has experience working with DRCOG and Adams County on the regional and sub-regional levels.

I will serve as Project Principal, and along with our Client Manager and Project Manager, will ensure that the *project* is fully supported by our experienced staff, continually monitoring budgets, and schedule and project goals.

JR Engineering is committed to delivering all of our projects on time and within budget while surpassing the goals of the *Town of Bennett*. JR Engineering would like to be a part of the *Town of Bennett Team* to help build a great community. We look forward to your favorable consideration of our proposal and eagerly anticipate the opportunity to work with the *Town of Bennett*. If additional information or clarification is needed to support our submittal, please feel free to contact Mr. Farney.

Respectfully submitted,
JR ENGINEERING, LLC



Aaron L. Clutter, PE
President
Ph: (303) 267-6220
Email: aclutter@jrengineering.com



Eli Farney, PE, PTOE
Director of Public Works
Ph: (303) 267-6183
Email: efarney@jrengineering.com

JR Organization Background

About our Company and History

JR Engineering, LLC, founded in 1973, is a privately held, Colorado-based civil engineering and surveying consulting firm. JR Engineering's Executive Leadership team consists of Aaron Clutter, PE, who serves as President and Vice-President Kurtis Williams, PE, LEED® AP. Today, JR Engineering offers a variety of public and private clients a full range of comprehensive, multidisciplinary design services. We have the resources to manage your project from concept and planning to final design, through complete construction – *on schedule, within budget, and without compromise*. Areas of design expertise include planning and civil engineering, design-build, transportation and water resources engineering, construction management services, and surveying. Our staff of experienced engineers, surveyors, planners, and support personnel enables us to respond quickly to demanding assignments, project schedules, and changing project scopes. Our managers leverage their extensive knowledge and experience with regional municipalities, agencies, and jurisdictions to lead, expedite and respond to the unique needs of our clients and their respective projects. Please visit us at www.jrengineering.com.

About our Staff

JR's engineers are highly skilled in providing municipal engineering and construction management services throughout the Colorado Front Range. Our experienced management team includes past State, City, and County Engineers, City Traffic Engineers, and Public Works Directors, with decades of practical experience working for public agencies throughout the Rocky Mountain Region.

JR's staff includes 20 Designers with their EIT certification, 18 Land Development Professional Engineers, 3 licensed Professional Land Surveyors (PLS), and 15 field and office Surveyors, 5 licensed transportation Professional Engineers, 5 Water Resources Engineers, 5 Construction Management Engineers, and 12 Project/Client Managers. Also included on our staff are numerous Professional Support personnel, 1 certified Professional Traffic Operations Engineer (PTOE), 2 Certified Floodplain Managers (CFM), and 2 LEED® Accredited Professionals (LEED AP).

How JR Can Best Serve the Town

Our primary focus in the public sector is at the local level, working with cities, counties, and districts on projects very similar in scope to those anticipated for this project. JR is committed to providing the *Town of Bennett* with our client-focused approach, with immediate availability, expert resources, and a team of sub-consultants to handle all of your project needs. JR will work in coordination with *Town Staff* to ensure that all project goals, deadlines, and project budgets are achieved. As a metro Denver and front-range regional company, our proximity to the *Town Offices* will allow us to quickly respond to your project needs.

JR Work Location

Firm's Location

JR's main office is located in Centennial, Colorado at I-25 and Dry Creek and has three additional offices in Colorado, Fort Collins, Colorado Springs, and Genesee. JR's Public Works Senior Client Manager, Mr. Daren Sterling, is located in the Genesee office. His team members, located in all offices, are concurrently working on projects throughout Colorado utilizing state-of-the-art work-sharing methods.

Firm's Knowledge of Project Area

JR Engineering is familiar with *Bennett's* standards and specifications through our previous work within Adams County and the surrounding area. Within the last 10 years, JR has been responsible for the design and construction of over \$450 million in public infrastructure, including more than 40 miles of municipal roadways, 100 intersections and traffic signals, and 30 miles of storm sewer. Having served this region since our inception almost 5 decades ago, JR has an unmatched knowledge of local practices, CDOT Regional staff, local utility companies, regional governments, and all the surrounding Cities and Counties.

Project Team Location

All of our key project team is located in the Denver Metropolitan Area. This includes our sub-consulting team *Norris Design*.



JR Statement of Qualifications

TRANSPORTATION

JR Engineering's Transportation Group primarily focuses on municipal, county, and metropolitan district transportation projects. We offer a full range of transportation services to assist our clients in new and reconstructed roadway projects, intersection projects, traffic signal design, safety improvement projects, pedestrian and bicycle facilities, trail design, and transportation planning.

Transportation Services



Our team of experienced design engineers is led by a management team comprised of past city, county, city traffic engineers, and public works directors, with decades of practical experience working for public agencies throughout the Rocky Mountain Region.

First, we develop an understanding of our client's true needs, goals, and critical success factors. We then combine our design skills with our project experience that includes transportation planning, alternative analysis, safety studies, public involvement, utility coordination, contract document preparation, bidding services, and construction management; to provide a full complement of engineering services and lead your project from conception to

completion – *on schedule, within budget, and without compromise.*

JR has the capability to provide the following transportation and traffic services:

- | Civil Engineering Design | Traffic Engineering | Transportation Planning |
|-----------------------------|----------------------------------|-------------------------------|
| • Roadway and Intersections | • Access Management | • Preliminary Design Studies |
| • Roundabouts | • Traffic Impact Studies | • Alternative Analyses |
| • Interchanges | • Intersection Capacity Analyses | • Safe Routes to School |
| • Bicycle and Pedestrian | • Traffic Signal Design | • Transportation Master Plans |
| • Bus Pullouts and Pads | • Safety Studies | |
| • Streetscapes | | |

Traffic Engineering

JR offers a full range of Traffic Engineering services, which include Access Management, Traffic Impact Studies, Signal Warrant Studies, Intersection Capacity Analyses, Traffic Signal Design, Signage and Pavement Marking Design, and Safety Studies. JR has completed numerous assignments for public and private sector clients. Our engineers have handled projects ranging from single-site traffic impact studies to signage and striping plans for arterial road corridors. Our team's goal for every project is to keep traffic flowing efficiently and safely.

Traffic Signal Design

JR has completed more than 50 traffic signal projects throughout Colorado, including Adams and Douglas Counties; City and County of Denver; and the Cities of Commerce City, Thornton, Northglenn, Brighton, Westminster, Castle Rock, Colorado Springs, and Pueblo. The projects have included all facets of traffic signalization design and construction: new installations, existing signal modifications, traffic signal interconnection, underground work for future traffic signals, contract documents and specifications, cost estimating, and construction administration.

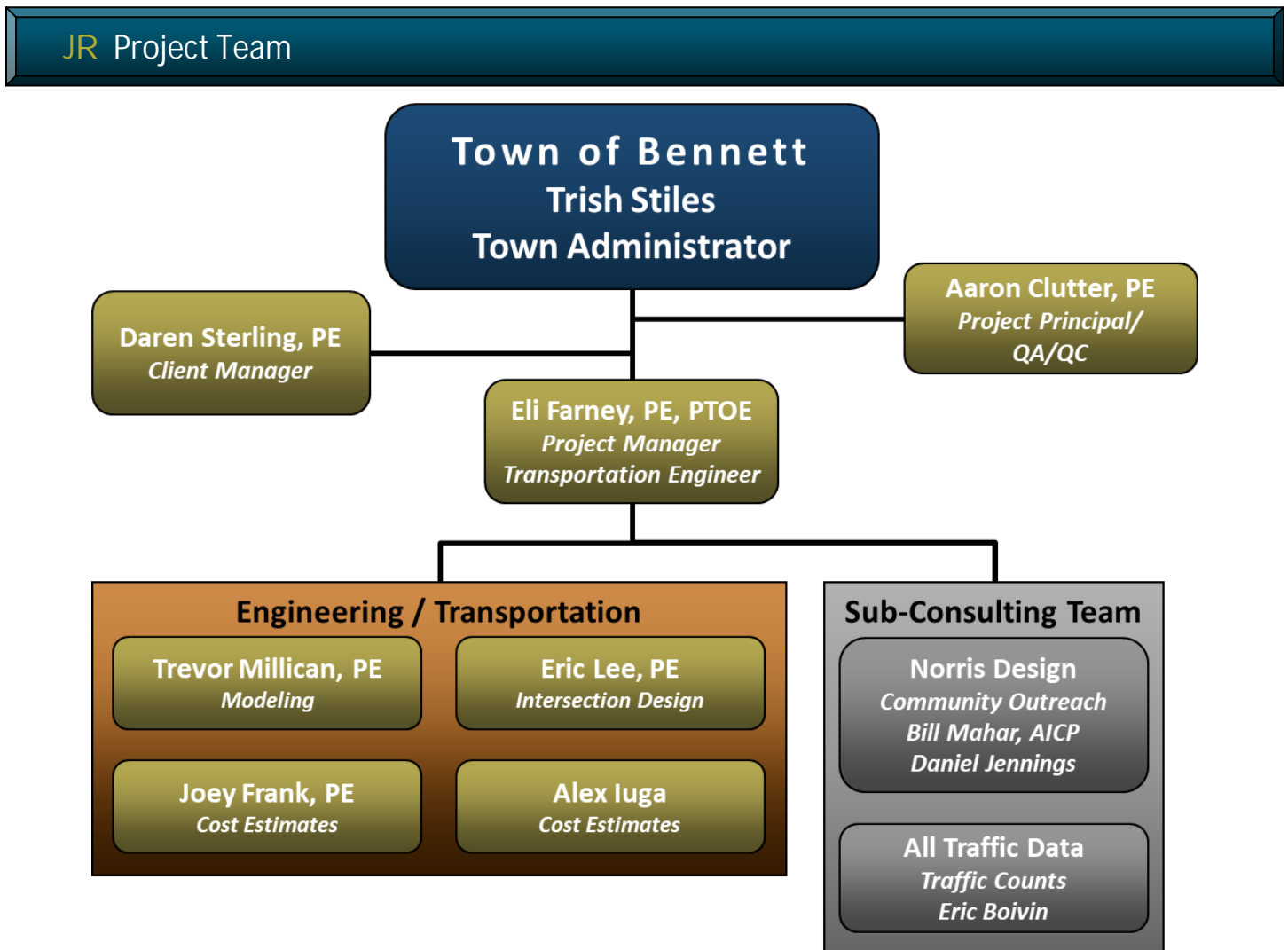
Norris Design

Established in 1985, Norris Design's strategic partnership in planning, landscape architecture, and branding encompasses local, regional, national and international projects. We combine responsive service with creative solutions that are grounded in realism to deliver a design that thrives, both today and in the future. Our knowledge and implementation of green building strategies are key to our design process and the success of our projects.

Our designs always reflect our clients' vision, goals, and resources. We take great care to ensure that our solutions can be built and built well, not just for an immediate transformation — but a successful continuum that will continue to unfold.

Clients ask us most often if their vision will come to life. At Norris Design we can say "yes" every time.





Key Personnel



Daren Sterling, PE Client Manager

Mr. Sterling has over 39-years of engineering experience as a City Engineer, Director of Public Works, Project Manager, and Project Engineer for a wide variety of civil engineering projects and public works programs. These include transportation, roadways, drainage, and stormwater. Mr. Sterling's previous experience includes serving as the City Engineer for the City of Commerce City, Colorado, and Director of Public Works for Commerce City, Colorado. In these positions, he was responsible for identifying, developing, and implementing the full spectrum of Capital Improvement Programs.

Select Relevant Project Experience

- City of Commerce City Transportation Plan, Commerce City, CO
- Town of Severance Transportation Plan, Severance, CO
- Technical Advisory Committee Denver Regional Council of Governments





Eli Farney, PE, PTOE | Project Manager

With over 20 years of experience, Mr. Farney serves as Project Manager or Project Engineer on a variety of transportation engineering projects for public and private sector clients. His experience encompasses preparation and review of traffic impact studies, access control plans, access and circulation studies, intersection capacity analysis, and traffic signal warrant studies. He is also experienced in traffic signal design, bicycle and pedestrian design, roundabout design, signing, and striping plans, highway/railroad grade crossings, traffic control plans, intersection, and roadway design, and development of plans, specifications, and estimates. He is proficient in AutoCAD, Civil 3D, Synchro, SimTraffic, and Rodel programs. Mr. Farney brings to our team experience combining transportation planning, traffic engineering, and design into a cohesive package for specific projects.

Select Relevant Project Experience

- Town of Severance Transportation Plan, Severance, CO
- City of Fort Lupton Transportation Plan, Fort Lupton, CO
- Comprehensive Plan Updates; Cañon City, Grand Junction, Gunnison, Fort Lupton, Windsor, and Frederick, CO
- Over 60 Traffic Impacts Studies across Colorado



Bill Mahar, AICP | Principal

Bill has over 20 years of professional experience in urban planning, landscape architecture, active transportation, and public health and the built environment in both the public and private sectors. He is well-versed at successfully managing complex and controversial projects and is uniquely skilled at helping the public and community leaders develop a collaborative vision and achievable goals for projects and processes. *Bill's experience with the Town of Bennett began in 2011 while working for Tri-County Health Department. During this time, he worked on a Safe Routes to School Plan, contributed to the 2012 Comprehensive Plan update as well as the Bennett School District 29J Schoolyard Master Plan. Most recently, he led the Parks, Trails & Open Space Master Plan and contributed to the Capital Asset Inventory Master Plan.*

Select Relevant Project Experience

- Town of Bennett Parks, Trails & Open Space Master Plan Update, Bennett, CO
- Town of Severance Transportation Plan, Severance, CO
- JeffCo Open Space & Trails Planning, Jefferson County, CO



Daniel Jennings | Project Manager

Daniel Jennings is an urban planner with both public and private sector experience. He graduated from the University of Colorado–Denver with a Master's Degree in Urban and Regional Planning in 2018. Since joining Norris Design, Daniel has been involved in projects at nearly every level, including writing design guidelines and policy, designing site plans, project management, and coordination. Daniel is focused on community engagement, comprehensive planning, active living, multi-modal transportation, public spaces, infill development, and urban revitalization.

Select Relevant Project Experience

- Town of Bennett Parks, Trails & Open Space Master Plan Update, Bennett, CO
- Town of Severance Transportation Plan, Severance, CO
- Cottonwood Parks, Recreation, Trails, Open Space & Wayfinding Master Plan, Cottonwood, AZ

JR Project Approach

Data Collection

JR will work through the data collection tasks for the *Master Transportation Plan*. JR will complete all tasks identified in the *Town's RFP*, and the following scope of services is anticipated:

Collect and Review Existing Documents

JR will meet with *Town Staff* to gain a thorough knowledge and background of the desired process and outcome of the project. The following topics will be discussed:

- Current issues the *Town* is experiencing and any future areas of concern,
- Planned land uses in the 2015 *Town of Bennett Comprehensive Plan*,
- Projects in the 2019 *Town of Bennett Capital Asset Inventory Master Plan (CAIMP)*,
- Current construction standards used by the *Town* and the direction that the new standards should take,
- List of all stakeholders/partners and their contact information,
- Traffic studies for development that has occurred over the last five years.

JR will review all past documentation. JR will also research and gather all official County-recorded plats and legal documents related to road right-of-ways within the *Town*.

Collect and Import GIS Files

JR will research and obtain all existing GIS linework from the *Town*, Arapahoe County, and Adams County. The data likely includes roads, parcels, floodplains, and trails. JR will verify that the GIS line work is accurate by comparing against site photos and aerial photos.

Collect Traffic Counts

JR will utilize All Traffic Data to collect peak hour turning movement counts and daily traffic counts. We have included cost estimates for collecting two intersections and four road segments, which we believe are necessary locations to model the traffic operations. We will also collect counts from CDOT, DRCOG, Arapahoe County, and Adams County for the areas within the growth management area (GMA). If additional counts can be obtained through other sources such as existing traffic impact studies, the cost for traffic counts could be reduced.

Collect Speed Data

JR will utilize All Traffic Data to perform five radar speed studies. This quantity can be adjusted based on the *Town's* input and comments received from the public.

Perform Site Visit

JR will perform a site visit of all arterial and collector roads within the *Town*. The *Town* will be invited as well. Photos will be taken during the site visit. The goal is to document the transportation system for future improvement and expansion and catalog all improvements, including road surface, lane geometry, intersection control, bridges, sidewalks, crosswalks, bike lanes, etc.

Prepare Memorandum for Data Collection Phase

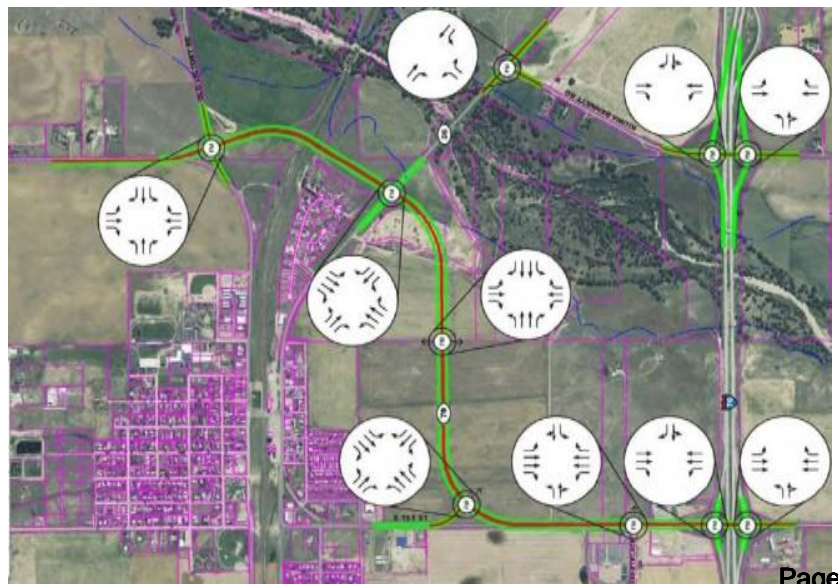
JR will prepare a memorandum that details staff expectations, project background, and desired process and outcome. The memorandum will also include all information obtained during the data collection phase.

Trip Generation, Traffic Analysis, and Transportation Alternatives

JR will evaluate the remaining development potential versus existing land uses and densities for the *Master Transportation Plan*. The following scope of services is anticipated:

Calculate Site Generated Traffic

Trip generation will be calculated from the latest data contained within the Institute of Transportation Engineers (ITE) Trip Generation Manual 10th Edition. Based on the land use and the guidelines within the Trip Generation



Recommended Alternative from
SH 79 and Kiowa-Bennett Corridor PEL Study

Manual, JR will utilize the appropriate average rates or fitted curve equations to calculate daily and peak hour trips for planned land uses in the *Town's Comprehensive Plan*.

Acquire and Update Travel Demand Model

A travel demand model is needed to calculate background traffic volumes along the arterial corridors within the *Town*. JR will collect the Travel Demand Model from DRCOG. We understand the model has been calibrated to reflect the base year of 2020 and contains forecasts for future year conditions of 2040 and 2050. The model should also include the conceptual SH 79 realignment. JR will use the travel demand model in conjunction with our own Excel spreadsheets to estimate background traffic volumes for the horizon Year 2040 and 2050 scenarios.

Analyze Roadway Cross Sections

Based on the projected future year and buildout traffic volumes, recommended roadway classifications will be identified for the roadways within the *Town*. It is recommended that all roadways operate at LOS D or better.

Current Issues and Alternatives

JR will evaluate the current issues and future areas of concern. We have identified the following intersections and locations, which require detailed analyses:

- Colfax Avenue and 1st Street
- Colfax Avenue and Adams Street
- 1st Street to the north of I-70
- Railroad crossing locations

If operational deficiencies are discovered, JR will review the need for alternative road cross-sections and intersection configurations. A decision matrix can be used to assist with the process. Connectivity opportunities will also be reviewed. Norris Design worked with the *Town* on the *Parks, Trails, and Open Space Master Plan*, and we are very familiar with the operational issues in the area.

JR will analyze intersection control alternatives including two-way stop control (TWSC), all-way stop control (AWSC), traffic signals, and roundabouts. The need for additional turn lanes will also be reviewed. Traffic analyses of the existing and buildout conditions will be performed using the 6th Edition of the Highway Capacity Manual (HCM). Utilizing the traffic volumes, the operation of the study intersections will be analyzed using the Synchro software. Input data for creating the Synchro network includes intersection geometry (number of travel lanes, turning lanes, and lengths of storage bays), traffic control mitigation (speed limits and stop signs), and vehicular traffic volumes. Operational analyses will be conducted in the AM and PM peak hours to determine the levels of service.

Speed Limit Study

JR will utilize the speed data to calculate 85th percentile speeds. Then we can determine if traffic calming or revised posted speed limits are needed. JR worked with the City of Aspen on the Neale Avenue improvements. The project included several traffic calming methods, which proved to lower speeds after the construction of the project.

Analyze Multi-modal Infrastructure including Crosswalks

JR and Norris Design will analyze multi-modal infrastructure such as pedestrian and bicycle connectivity and the potential for future transit. We worked on many comprehensive plans throughout Colorado, and we can apply some of the multi-modal recommendations from the previous work. JR will review and recommend ideas such as regional transit connectivity and locations for park-and-rides and bus stops. As roadways are improved with the *Town*, the designs should incorporate elements that would support transit services along the roadways.

We also understand the *Town* is interested in crosswalk studies. From working with many of our private sector clients on residential and commercial developments, we have vast experience with locating and designing crosswalks along arterials and collectors. We can also review crash data and public comments to help determine the locations of midblock crosswalks.

Public Meetings and Coordination

JR Engineering has teamed with Norris Design to assist with the open house process. Norris Design will provide professional public facilitation and landscape architectural services as described herein for the *Town of Bennett Master Transportation Plan*. We will listen well and respond to the changing needs and demographics of the *Town* utilizing the team's extensive knowledge and longstanding relationships with the *Town Staff* and citizens of *Bennett*. Norris Design's practice is to thoroughly immerse ourselves in the communities and agencies that we work with to create a plan that best meets the unique needs of each community. Public engagement and consensus building is important to ensure the master plan accurately identifies concerns for safety and connectivity, widely held community values and expectations for growth, and associated increased traffic in and through *Town*. Norris will meet with staff, the Planning Commission, *Town Board*, community groups, and other stakeholders to identify areas of interest, concern, and priority. Through public workshops and outreach and the use of web-based tools for public engagement, our expert facilitators will gather this vital information and distill key findings that will then be applied to the design concepts and master plan

recommendations for the *Town of Bennett*. The scope of work includes the tasks associated with public facilitation, off-street pedestrian network planning, and public signage and wayfinding.

The following scope of services is anticipated:

- Meetings and coordination with the *Town*
- Prepare marketing and advertising material
- Prepare exhibits for an open house
- Attend open house
- Evaluate comments from open house

Preliminary and Final Plans

JR will work through the preliminary and final report tasks for the *Master Transportation Plan*. The following scope of services is anticipated:

Finalize Recommendations

Based on the traffic modeling work from the previous phases, JR will make recommendations for the preferred alternatives. A decision matrix can be used to assist with the process. JR will review and recommend ideas such as regional transit connectivity and Transportation Demand Management (TDM) strategies. Other ideas include the use of Intelligent Transportation Systems (ITS), which improve the transportation system by making it more effective, more efficient, and safer through the application of modern information technology and communications.

Prepare Concept Level Cost Estimates

JR will prepare detailed concept-level cost estimates for the transportation projects, including road widenings, turn lanes, bridges, sidewalk connections, crosswalks, etc.

Prepare Construction Standards

JR will develop roadway construction standards based on discussions with the *Town* and lessons learned from previous *Town* projects. We have worked with many municipalities throughout Colorado, and we are knowledgeable with design and construction standards that could work for the *Town of Bennett*.

Prepare Master Transportation Plan Report

JR will prepare the master plan that addresses existing conditions, recommendations for expansion, and prioritization of maintenance and improvements plans. JR will prepare the necessary exhibits and graphics for the master plan. Highly illustrative exhibits and graphics will be used to communicate transportation planning concepts, recommendations, and principles. JR and Norris Design use a variety of software packages to produce our graphics such as Civil 3D, M Color, Adobe Illustrator, 3d Studio Max, and PhotoShop. Each of these packages will prepare graphics well, and JR uses the appropriate application to produce the best result.

Town Review of Master Transportation Plan Report

JR will submit a draft Master Transportation Plan for the *Town's Review*. One round of review comments is anticipated. After addressing the comments, JR will submit the final Master Transportation plan.

Project Management

Prepare Monthly Progress Reports

JR will prepare monthly progress reports for *Town Staff*.

Attend Meetings with Town

JR will attend progress meetings with the *Town* as needed. We have assumed one kickoff meeting and two progress meetings.

Assumptions and Exclusions

The following are considered additional services:

1. Reimbursable Expenses: JR has estimated a budget for Reimbursable Expenses, which includes reproduction, vehicle mileage, and miscellaneous delivery costs. This expense is included in the proposed contract amount.
2. This cost includes one round of *Town* comments/revisions. Any additional time will be billed on a Time and Materials basis per the current hourly rates. The *Town* will be notified before proceeding with additional work.



JR Project Experience & References

Severance Transportation Master Plan

Client: Town of Severance

Contact: Mitch Nelson, (970) 685-7964
209 1st Street, PO BOX 339
Severance, CO 80546

Agency Approval: Town of Severance

Designed: 2020-2021

Design Cost: \$122,000

Plan Adoption: 2021 (Anticipated)

JR Engineering is preparing the Transportation Master Plan for the Town of Severance, CO. The project scope includes extensive traffic analysis of the Town's existing roadway infrastructure including intersections. JR has done extensive traffic forecasting based on the Town's planned developments. As part of the project, JR worked with the Weld County School District on revisions to Range View Elementary School. Traffic operations along the perimeter streets were analyzed and recommendations were prepared. Specific recommendations included converting Finch Drive and Ptarmigan Street to one-way operation.

Project Personnel:

Daren Sterling, PE – Client Manager

Eli Farney, PE, PTOE – Project Manager

Fort Lupton Transportation Plan

Client: City of Fort Lupton

Contact: Todd Hodges, (720)-466-6106
Fort Lupton Planning Director

Designed: 2017-2018

Plan Cost: \$20,000

An update to the Fort Lupton Transportation Plan was to be included as a part of the Comprehensive Plan Update. Houseal Lavigne Associates contracted with the City of Fort Lupton for the Comprehensive Plan Update, and JR Engineering was tasked to update the Transportation Plan. JR collaborated with the City planning and public works departments throughout the preparation of the Transportation Plan. Close coordination was also needed between JR and Houseal Lavigne Associates to ensure consistency between the Comprehensive Plan and Transportation Plan. The Transportation Plan included sections for transportation goals and objectives, existing conditions, forecasted growth, operational analyses, ultimate roadway network, roadway functional classification, and design standards, multi-modal plan, and plan implementation.

Personnel involved:

Eli Farney, PE – Project Manager
Eric Lee, PE

Daren Sterling, PE – QA/QC
Alex Iuga

Windsor Comprehensive Plan

Client: Town of Windsor

Contact: Scott Ballstadt, (970)-674-2411
Windsor Planning Director

Designed: 2015-2016

Design Cost: \$15,000

An update to the Town of Windsor Comprehensive Plan was completed in 2016. Houseal Lavigne Associates contracted with the Town of Windsor, and JR Engineering was contracted to provide transportation engineering support for the Plan update. JR collaborated with the Town planning and public works departments throughout the preparation of the Comprehensive Plan. Close coordination was also needed between JR and Houseal Lavigne Associates to ensure consistency between the works being completed.

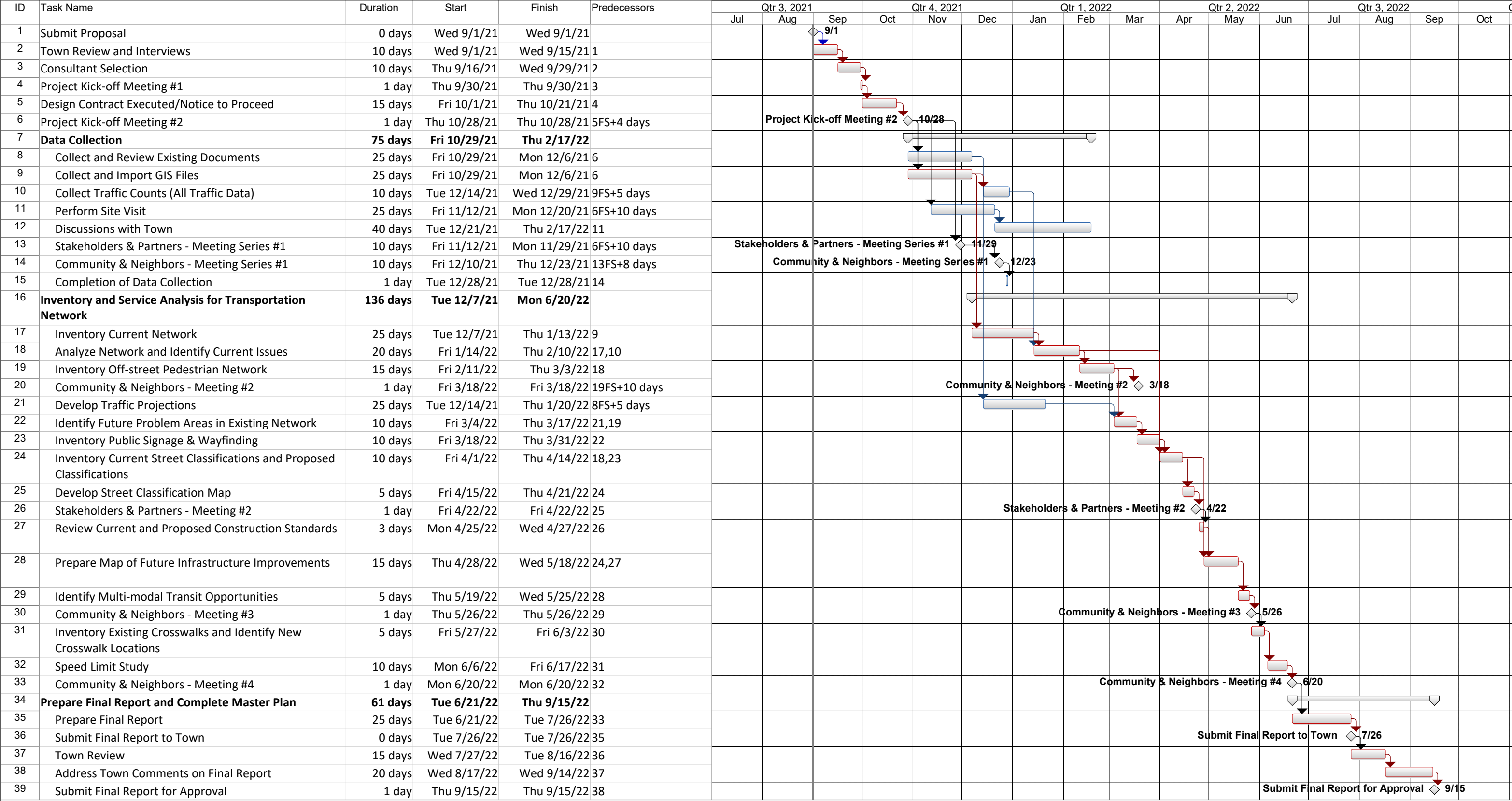
Personnel involved:

Eli Farney, PE, PTOE – Project Manager
Kelly Unkrich, EI - Modeling

The contacts listed with each of these projects can be contacted as references.



Town of Bennett
Master Transportation Plan



Project: Master Transportation Plan
Date: Wed 9/1/21

Task
Split
Milestone
Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Critical

Critical Split

Progress

Deadline

Fee Schedule & Resource Allocation Town of Bennett Master Transportation Plan								
TASKS	WORK ITEM					Sub-Consultant	Direct Expense	Totals
		Manager / Group Lead	Project Lead	Project Engineer/ Surveyor	Engineer/ Surveyor			
		\$170	\$150	\$135	\$120	L.S.	L.S.	
100	<u>Data Collection</u>							
	Collect and Review Existing Documents	4.0		4.0				\$1,220
	Collect and Import GIS Files	1.0		1.0	4.0			\$785
	Collect Peak Hour Traffic Counts (2 Intersections) (All Traffic Data)					\$1,100		\$1,100
	Collect Daily Traffic Counts (4 Locations) (All Traffic Data)					\$2,200		\$2,200
	Perform Radar Speed Study (5 Locations) (All Traffic Data)					\$2,750		\$2,750
	Perform Site Visit	6.0						\$1,020
	Subtotal							\$9,075
200	<u>Trip Generation, Traffic Analysis and Transportation Alternatives</u>							
	Calculate Site Generated Traffic	2.0			8.0			\$1,300
	Acquire and Update Travel Demand Model	4.0		12.0	32.0			\$6,140
	Analyze Roadway Cross Sections	2.0		4.0	8.0			\$1,840
	Analyze Current Issues and Alternatives	4.0	4.0	12.0	16.0			\$4,820
	Prepare Speed Limit Study	2.0			8.0			\$1,300
	Analyze Multi-modal Infrastructure	4.0	4.0	8.0	12.0			\$3,800
	Analyze Pedestrian and Bicycle Facilities (Norris Design)					\$15,000		\$15,000
	Subtotal							\$34,200
300	<u>Public Meetings and Coordination</u>							
	Attend Meetings with Staff, Planning Commission, and Town Board to Determine Vision, Goals and Desired Outcomes	12.0			4.0			\$2,520
	Public Participation and Input: Conduct, at Minimum, Four Community and Neighborhood Outreach Meetings	24.0			4.0			\$4,560
	Attend Meetings with Stakeholders/Partners, such as Fire District, Library District, School District, UPRR, and Other Key Groups	18.0			2.0			\$3,300
	Conduct a Public Survey, Prepare Presentation Boards and Attend Public Meetings (Norris Design)					\$18,000		\$18,000
	Conduct a Final Public Meeting to Present Two Draft Plan(s) to Planning Commission, Town Board, and Citizens	12.0			2.0			\$2,280
	Subtotal							\$30,660
400	<u>Preliminary Plan</u>							
	Finalize Recommendations	4.0		8.0	12.0			\$3,200
	Prepare Concept Level Cost Estimates	2.0	4.0	4.0	8.0			\$2,440
	Prepare Construction Standards	8.0		12.0	24.0			\$5,860
	Prepare Preliminary Report with Necessary Graphics	4.0	4.0	8.0	12.0			\$3,800
	Submit Preliminary Report to Town	1.0						\$170
	Subtotal							\$15,470
500	<u>Final Plan</u>							
	Address Town Comments on Preliminary Report	4.0	4.0	8.0	8.0			\$3,320
	Submit Final Report to Town for Approval	1.0						\$170
	Subtotal							\$3,490
600	<u>Project Management</u>							
	Attend Kick-Off Meeting with Town	6.0		3.0				\$1,425
	Attend Progress Meeting with Town (Assumed 2 Meetings)	12.0						\$2,040
	Project Management	8.0						\$1,360
	Subtotal							\$4,825
900	<u>Reimbursable Fees</u>							
	Reproduction						\$500	\$500
	Delivery Expenses						\$250	\$250
	Vehicle Mileage						\$1,000	\$1,000
	Subtotal							\$1,750
	Total:	145	20	84	164	\$39,050	\$1,750	\$99,470

Additional Services

1. JR will collect additional traffic counts at \$600 per intersection.

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: July 26, 2021
Project Number: 21-007
RFP Title: **Master Transportation Plan**
Proposals Due: September 1, 2021, 4:00 p.m., Local Time
Submit Proposals to: **Trish Stiles, Town Administrator**
Town Hall, 207 Muegge Way, Bennett, CO 80102-7806
For Additional Information Please Contact: Trish Stiles
(303) 644-3249 Ext. 1009
Email: tstiles@bennett.co.us
Documents Included in This Package: RFP Cover Sheet
Project Background and Specifications
RFP Instructions
Terms and Conditions
Special Terms and Conditions
Pricing Form
Submission Form
Substitute Form W-9
Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: JR Engineering, LLC Fax: (303) 721-9019
Address: 7200 South Alton Way City/State: Centennial, CO Zip: 80112
Suite C400
Contact Person: Daren Sterling, PE Title: Client Manager Phone: (303) 267-6193
Authorized Representative's Signature: *Daren A. Sterling* Phone: (303) 267-6193
Printed Name: Daren Sterling, PE Title: Client Manager Date: September 1, 2021
Email Address: dsterling@jrengineering.com

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	EACH	Data Collection	\$9075.00	\$9075.00
2	1	EACH	Trip Generation, Traffic Analysis and Transportation Alternatives	\$34,200.00	\$34,200.00
3	1	EACH	Public Meetings and Coordination	\$30,660.00	\$30,660.00
4	1	EACH	Preliminary Plan	\$15470.00	\$15,470.00
5	1	EACH	Final Plan	\$3490.00	\$3490.00
6	1	EACH	Project Management	\$4825.00	\$4825.00
7	1	EACH	Reimbursable Fees	\$1750.00	\$1750.00
8					\$0.00
9					\$0.00
10					\$0.00
Total					\$99,470.00

Not to Exceed Total: \$99,470.00

SUBMISSION FORM

SUBMISSION: It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett
ATTN: Purchasing
207 Muegge Way
Bennett, CO 80102

Attn: Trish Stiles
Master Transportation Plan
RFP: 21-007

Does your proposal comply with all the terms
and conditions? If no, indicate exceptions

✓ YES / NO

Does your proposal meet or exceed all
specifications? If no, indicate exceptions

✓ YES / NO

State percentage of prompt payment discount, if offered

0.0 %

State total bid price (include all items bid)

\$99,470.00

State total bid price with discount

\$99,470.00

**The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors.
Please submit the attached form with your Proposal.**

SUBSTITUTE FORM W-9
REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION
(A copy of the W-9 instructions is available upon request)

Vendor# _____

1 NAME OF FIRM:

Westrian Group, Inc.

NAME (Legal Name)

JR Engineering, LLC

BUSINESS NAME (If different from above e.g. DBA)

2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED
(if different from above):

JR Engineering, LLC

NAME (As it appears on invoice)

7200 South Alton Way, Suite C400

ADDRESS

Centennial, Colorado 80112

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

(If more than one remit to address, please attach on additional page.)

7200 South Alton Way, Suite C400

STREET ADDRESS

Centennial, Colorado 80112

CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax (303) 644-4125
By mail Town of Bennett
ATTN: Danette Ruvalcaba
207 Muegge Way
Bennett, CO 80102

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____

OR

Federal Identification Number

84-0634631

Name of Business Owner (please print) JR Engineering, LLC

Check Appropriate Box:

☐ Corporation

☐ Partnership

☐ Government

☐ Individual/Sole Prop

☐ Non-Profit Organization

☐

Other

LLC

(Must explain)

CERTIFICATION

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Tax Identification Number, and
- (2) I am not subject to backup withholding.
- (3) I am a US person (including a US resident alien)

Signature

Aaron L Clutter

Date

September 1, 2021

Print Name

Aaron L. Clutter

Telephone Number ()

(303) 267-6220

**NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF BENNETT UNTIL
YOUR TAX PAYER ID NUMBER IS ON FILE IN THIS OFFICE!**

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships:For Corporation:

☐ Merchandise Only

☐ Services

☐ Attorney

☐ Employee expense reimbursement

☐ Contract Labor

☐ Non Attorney

☐ Garnishment / Child Support

☐ Other (Explain)

☐ Damage awards & other reimb

☐ Sale of Land

Approved:

Town Administrator

Date

Master Transportation Plan Proposal



**Town of
Bennett, CO**

ENGINEERING, REIMAGINED

2021

KLJENG.COM



02

Company Overview

03

Project Understanding and Approach

07

Project Team

09

Previous Projects

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Project Schedule

10

Fee Schedule

Appendix

Attachment A | Signed Cover Page

Attachment B | Pricing Form

Attachment C | Submission Form

Attachment D | W-9

September 1, 2021

Trish Stiles
Town of Bennett Administrator
Town Hall, 207 Muegge Way
Bennett, CO 80102-7806

RE: Proposal for Town of Bennett Master Transportation Plan

Dear Ms. Stiles and Selection Committee:

Development of a Master Transportation Plan (MTP) is the first step in planning for the future of the Town of Bennett. We love helping our clients attain their future goals. Our end goal is to provide you a policy-based roadmap for the future that plans for a reliable and accommodating transportation network, identifies funding and implementation, and helps you prioritize and strategize to see your plan come to fruition. Our proposal highlights the in-depth range of transportation planning products we have successfully completed for similar clients.

The KLJ team is led by Project Manager Chris DeVerniero, PE, who has managed and been involved in numerous transportation studies and plans, both as a private sector consultant and as transportation asset management engineer at the Montana Department of Transportation (MDT). Chris is supported by Wade Kline, PTP, who brings more than 20 years of transportation planning experience, specifically in Metropolitan Planning Organization (MPO) – Department of Transportation (DOT) coordination and implementation of long-range transportation plans. Our project team will also include Chuck Williams, Ryan Sundberg, and David Sedbrook from our Englewood, CO office, blending both local and regional expertise.

KLJ deploys an innovative process to long-range planning with proven success. We incorporate listening sessions designed to collaboratively assess stakeholder values. We use a multimodal systems analysis to generate alternatives targeting deficient operations that also match the Town's vision. However, we know that one size does not fit all; Bennett is unique. Instead of using generic approaches, we will build an approach based on your individual conditions, working with you to understand your priorities. Developing a tailored approach for your MTP is critical; and we will work with you to develop a multifaceted approach. In the end, we will not push or pull, but work with you to create a useful and practical MTP.

If you have any questions or concerns regarding this submittal, please don't hesitate to contact us directly at 406-594-6096 or chris.deverniero@kljeng.com.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Chris DeVerniero', with a long horizontal line extending to the right.

Chris DeVerniero, PE
Project Manager

Company Overview

Since the 1930s, we have worked alongside communities of all sizes, partnering with clients such as cities, counties, and developers – just to name a few. We create solutions that turn your visions into reality, improving the lives of people and communities across the nation. Our business model puts you first, providing an exceptional experience that truly reimagines what your project can become.

AN EXCEPTIONAL EXPERIENCE EVERY PROJECT | EVERY TIME



ENGINEERING NOW AND FOR THE FUTURE

The project you complete today impacts lives for generations. Together, we discuss your current needs, identify the alternatives, recommend the right solution, and uncover ways to positively impact our communities.



EXCEPTIONAL SERVICE

It's more than an engineering project – it's your experience. We become part of your community, and will care about your projects as much as you do, putting your project first. We will collaborate to understand what's most important to you and deliver an exceptional experience.



EXPERIENCE YOU CAN COUNT ON

Together, we'll complete more than projects; we'll create a legacy. And we know how to do this because we've been building our own for decades. Creating exceptionally engineered solutions is second nature at KLJ.



PEOPLE YOU CAN TRUST

With offices located across the nation, and more than 500 employee-owners, we have the capacity to provide the services needed to help our communities move forward and grow. We have the size and scope of engineering-based services along with the local expertise to drive your project forward to a successful result.

We mean it when we say there is no community too small, or project too big. Our team is committed to planning, designing, and supporting infrastructure projects of all shapes and sizes. From pipelines, roads, runways, and parks, we do all the sophisticated engineering you expect, along with the support and technical expertise you need.



AVIATION



CULTURAL
RESOURCES



ENVIRONMENTAL



FUNDING
RESOURCES



LAND
DEVELOPMENT



OIL & GAS



POWER



PUBLIC
WORKS



RIGHT-OF-WAY



STRUCTURAL



SURVEY



TELECOMMUNICATIONS



TRANSPORTATION



WATER

Project Understanding and Approach



Bennett is located along I-70 near Denver and just south of Denver International Airport (DIA). The Town has easy access to E-470 and the Rocky Mountains and is in the center of a regional area poised to see significant growth over the next 10 to 20 years. Areas north and south of Bennett have seen growth outpacing projections. In recognition of this, the Town is developing a Master Transportation Plan (MTP) to assist in prioritizing and planning future transportation and development projects. Bennett is experiencing significant pressure from current and future residential and commercial development, which is impacting the roadway and traffic control systems. KLJ will work with you to develop priorities for moving forward with a long-range plan that guides project development that is beneficial to residents and surrounding regions. The MTP will provide a framework that can be used to guide how developers in the area can assist the Town with those projects going forward.

The MTP will include key elements of the 2015 Comprehensive Plan and the State Highway 79 Planning and Environmental (PEL) Study, which have specific strategies that seek to meet and improve transportation choices, including bicycle trails, sidewalks, mass transit, and open space parks and trails to meet the health and employment needs of residents. Some elements to be considered include planning for increased bicycle and pedestrian traffic, mass transit, and continued highway and semi-truck traffic to support the agricultural and oil and gas industries.

The final plan will be a living document with data developed to reside in the Towns' geographic information system (GIS) that can be referenced and updated to address changes in population, development, and growth in the region. In conjunction with the Comprehensive Plan, the MTP will provide a guide to make development decisions predictable and fair; assign responsibility for the infrastructure required to be shared by the parties benefiting from the development; and develop viable funding strategies.



TASK 1 – PROJECT MANAGEMENT

Project Manager Chris DeVerniero, PE will provide development oversight of the Bennett MTP. This will include monthly invoicing and project status reports developed to match formats provided by the Town of Bennett. Milestones for the projects are outlined within the Project Schedule shown on page 10. Coordination with both a project Technical Oversight Committee (TOC) and project management meetings are also included in the project management task.

Technical Oversight Committee

KLJ proposes formation of a TOC as the primary technical guiding element of the MTP. The TOC is a project steering committee with members from the Town of Bennett, Adams and Arapahoe Counties, Colorado Department of Transportation (CDOT), key local stakeholders, and other key interested persons. We will plan a total of six meetings focusing on discussion and deliberation regarding key milestones of the planning process. We propose utilizing video web conferencing for each TOC meeting.

TASK 2 – EXISTING CONDITIONS

This task includes collection of new data, review and summary of existing data, and eventual preparation of a baseline conditions report. Task 2 gathers current network and associated infrastructure, which is the developmental building blocks of the Bennett MTP. We will work closely with the Town of Bennett to maximize use of the existing Capital Asset Inventory Master Plan (CAIMP) GIS data and assist with setting priorities in the CAIMP system.

Traffic Data Collection

KLJ will gather any available turning movement counts and collect volume counts from the Town of Bennett and CDOT databases. We will use Bennett's existing GIS database for baseline asset conditions for roadway and pedestrian facilities.

Consistency and Relevancy Review

KLJ will consolidate several recent planning documents, such as the CAIMP, Bennett Comprehensive Plan, Bennett Regional Trail Plan, Highway 79 PEL, Bennett Street Standards and Specifications, and Open Space Parks and Trails Master Plan. This serves to shortlist projects, programs, strategies, and policies that need to be pulled forward from recent or ongoing planning into the first-of-a-kind long-range transportation plan.

Baseline Conditions Report

The first deliverable of the plan update will be the Bennett Baseline Conditions Report. This report includes a concise and visually appealing summary of existing surface transportation conditions in the study area. It covers all modal areas and summarizes relevant data sets needed to support the transportation plan update. KLJ will develop a summary of the following existing system conditions for the study area, which will include a system profile of the existing transportation network and related features as follows.

- » Summary of existing traffic data (CDOT data)

- » Pavement condition (Town data)
- » Summary of high-crash locations (CDOT data)
- » Summary of existing/available freight, rail, and air systems (collected by KLJ)
- » Summary of bicycle and pedestrian systems (Town data)
- » Summary of public transportation systems (collected by KLJ)
- » Existing functional class (Town and CDOT data)

TASK 3 – 2040 PROJECTED CONDITIONS

To support the identification of future needs, KLJ will work with the TOC to establish 2040 Future Growth Projections to support the update of the Bennett MTP. This will include a review of historic and projected trends for housing and employment within the study area. KLJ will coordinate with Denver Regional Council of Governments (DRCOG) to leverage existing socioeconomic forecasts and regional travel models. The effort will be based on review of a range of available data sets and variables, including recently completed growth and policy plans developed within the study area. The analysis will generate projected future housing and employment data to be used to support future year 2040 projections.

KLJ will work with the TOC to develop and apply growth rates and growth factors to base condition data collected as part of Task 2. Growth assumptions will be developed and applied to corridor-level volume counts developed for the study area.

TASK 4 – SYSTEMS ANALYSIS

A key element of the Bennett MTP will be development of the Systems Analysis. KLJ proposes a series of analysis areas to support the Bennett MTP.

Intersection Level Analysis

Based on projected conditions, KLJ will evaluate intersection level of service (LOS) at the existing five priority intersections. We will work with the TOC to prioritize a list of intersections to undergo detailed LOS analysis. Based on existing and projected intersection LOS, KLJ will identify and evaluate transportation strategy alternatives, including congestion management options. We will propose a series of intersection-level recommendations for consideration in a future project list for the Bennett MTP.

Safety and Crash Analysis

KLJ will analyze an area-wide evaluation of crash data provided by CDOT. Specifically, for areas experiencing a high frequency of crashes or serious or fatal injury crashes, we will identify potential improvements for consideration in a future project list for the Bennett MTP. KLJ will investigate locations for roundabout installation for intersection crash reduction. We will account for emphasis areas and federal programming strategies set forth in both the CDOT 2020 Strategic Highway Safety Plan (SHSP) and Highway Safety Improvement Program (HSIP).

At-Grade Rail Crossing Analysis

KLJ will evaluate current and future railroad crossing needs and investigate crossing alternatives for multiple modes of existing surface transportation, including vehicles, bicycles, and pedestrians. We will revisit the 2008 Bennett Railroad Grade Separation Preliminary Feasibility Study and Highway 79 PEL Study to validate grade separation improvement effectiveness. Both safety and LOS for intersecting roadways and pedestrian facilities will be investigated.

Transportation System Management and Operations

KLJ will evaluate potential transportation system management and operations (TSM&O) improvements, such as signal coordination, potential roundabout locations, traffic calming, speed limits, and other operational changes and improvements to the local street system. Many of these strategies will be evaluated on an area-wide basis and specific recommendations are likely to emerge as part of specific corridor level recommendations.

Pavement Management

KLJ will evaluate recent pavement condition data available from Bennett's CAIMP and GIS database. Our team will review the current list of priority projects and improvement plan development by the Town of Bennett. The focus of the MTP will be to identify a more strategic list of pavement management needs for inclusion in the pavement management capital improvement program (CIP) element of the transportation plan. The pavement management element will focus on a more detailed and refined list of pavement management projects and will be informed through inclusion into the public involvement component of the MTP update.



TASK 5 – MULTIMODAL ANALYSIS

Multimodal Framework

KLJ proposes a “framework” approach to developing a multimodal component to the Bennett MTP, which will include two key components:

1. **Active Transportation**
2. **Public Transit**

ACTIVE TRANSPORTATION

KLJ will develop a set of active transportation system gaps and potential planning level connections to serve both local and regional active transportation mobility. This will include an analysis of existing crosswalks, identification of existing and projected bicycle and pedestrian facilities, and a focus on creating walkable and activated streets within downtown Bennett. The plan will identify and map locations for possible new pedestrian and bicycle connections to access current and planned open space parks and trails in the area. This effort will look to create linkages between changing land use and transportation patterns to support economic investment in downtown Bennett.

PUBLIC TRANSIT

KLJ will investigate need and desire for public transit opportunities in Bennett. We will generally revise and make broad extrapolations of potential planning level service concepts that may serve to blend with the overall mobility strategy developed as part of your plan. Consideration will be given to future expansion of Regional Transportation District's (RTD) light rail and rapid transit system, which has already expanded to DIA and the plan is to extend other lines to and from DIA as deemed necessary.



TASK 6 – SYSTEM STANDARDS AND POLICY PLAN

A key component of the Bennett MTP will be development of a policy plan. The policy plan provides the needed footings and guidelines for private developers to assure implementation of the Bennett MTP. The policy plan ensures existing policies and practices support the long-range transportation strategy and vision agreed to through the planning process. Key components of the policy plan include:

Future Functional Class – A final approved future functional class map that reflects the technical and public process; this will be coordinated with functional class updates by CDOT.

Corridor Preservation – A strategy looking at standards and policies needed in the areas of right-of-way (ROW) and access management to preserve existing and future corridors to meet projected system demands.

Policy Recommendations – A strategic set of policy points, many of which are likely inputs from other recently completed corridor level or local plans and strategies. The policy plan more specifically supports decision-making tools and strategies to preserve and enhance Bennett's transportation systems.

Goals and Objectives – A cooperatively developed understanding of certain surface transportation goals, objectives, and performance measures and targets to support the Bennett MTP.

TASK 7 – PROJECT IDENTIFICATION AND FINANCIAL PLAN

Project Identification

KLJ understands that Bennett also desires a plan that will help the Town prioritize future transportation projects and other development opportunities over the next 10 years. A key component of the Bennett MTP will be identification of projects and comprehensive financial plan. Task 7 includes identification of specific project needs through completion of earlier tasks, specifically Tasks 3, 4, and 5. A list of transportation projects will be identified, prioritized, include outline opportunities, and generate a strategic action plan for the next 10 years. Each project will include a brief description and a planning level cost estimate.

Vision Plan

Any good transportation plan must contain a vision. The Bennett MTP will include an overall vision showcasing the desired future condition for transportation within the study area. It is understood that while this vision is not likely financially feasible, it demonstrates the overall desired outcome of transportation decision-making for the Bennett community. The vision plan can be broken down into a more realistic set of constrained projects. However, setting a vision is critical in any long-range planning effort.

Constrained Plan

The constrained plan establishes a prioritized list of constrained projects. This is the final list of projects that are reasonably expected to be built over the life of the plan. The constrained plan is developed in tandem with the draft Bennett MTP. KLJ will develop three phases of the final constrained plan:

1. **Short-Range: Year 1 to 5**
2. **Mid-Range: Year 6 to 10**
3. **Long-Range: Year 11 to 20**

Development of the constrained plan is supported through an evaluation and ranking of projects based on both technical and public inputs. Projects that fall outside of the constrained plan, or for which there is a lack of technical or public justification within the year 2040 horizon, will be left as part of an illustrative needs list; however, remain a part of the overall vision plan.

TASK 8 – PUBLIC INVOLVEMENT

Development of the Bennett MTP will be supported by two phases of public engagement. KLJ will assist the Town in presenting the MTP goals and benefits of having this plan in place to the public. Each round has a separate and unique theme and is structured to

be interactive in nature, assuring residents and key stakeholders feel engaged and leave with a sense of having made a difference to the future of the Bennett transportation system.

Phase #1 – Listening Sessions

KLJ will develop a series of listening sessions early in the planning process to kick-off the project. Listening sessions are part of a day-long event, allowing residents and key stakeholders to share ideas and thoughts on transportation and mobility needs. The sessions are supported through initial baseline and background data on transportation conditions in Bennett and give residents and key stakeholders the opportunity to identify project needs and priorities. Listening sessions are formatted to give residents an opportunity to inject preferences for community-wide transportation and mobility goals and emphasis areas. Workshops will be scheduled at various times to offer a wide range of opportunities to participate.

Phase #2 – Draft Plan

The community is once again invited to a virtual open house to participate in the unveiling of the draft Bennett MTP. This will be a key milestone in the planning process and will occur following initial approval from the TOC. The meeting showcases core draft plan components, including a final list of strategies, policies, and projects.

Public Involvement Support Process and Materials Online and Social Media

KLJ will utilize several existing social media platforms, including the Town's existing software and postal mailings to inform users of the plan's status. We will develop a short project video as a means of conveying information in a quick and accessible manner to a wide array of stakeholders and members of the public. The video can be hosted on the project webpage and linked to social media platforms, serving yet another facet for communication. The video is valuable in providing answers to frequently asked questions (FAQ) to support the transportation planning process and works well with the social media releases.

Project Branding

We will conduct a brief branding exercise at the project's onset, engaging members of the TOC in defining the project and selecting imagery that resonates with the process and intended outcomes. The brand can then be used in all outreach materials, at events, online, and throughout the lifetime of the Bennett MTP.



Project Website and Social Pinpoint

KLJ will develop content to be uploaded on the town's website to support project development. The web page will serve as a portal for project materials and information and can be used to support gathering public input throughout the planning process. We will use the social pinpoint tool to develop interactive project surveys and mapping to collect public input during Phase 1 of the public input phase.

Transportation Plan Fact Books/Sheets and Newsletters

KLJ will work with the TOC to establish a template set of documents that will follow the plan update process. The templates will serve as fact books/sheets that can be updated and inserted as needed throughout the planning process. These also can be expanded and modified (based on the audience) to help educate the public on the Bennett MTP. Newsletters will be developed to provide a graphical summary and discussion of completed and pending steps of the plan. We release an electronic and hard copy newsletter prior to each public input phase.

TASK 9 – DELIVERABLES

Draft Final Plan

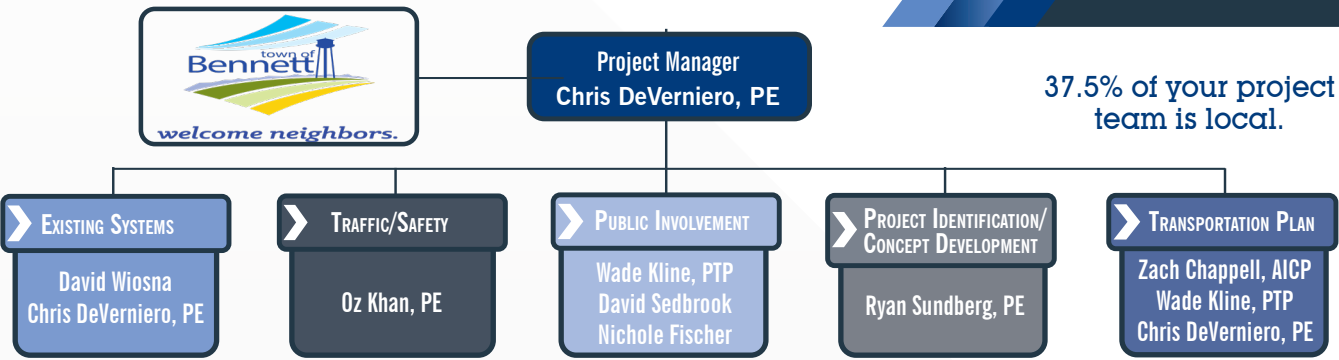
KLJ will prepare a draft final plan that summarizes a series of earlier plan development outcomes and will result in an integrated package of recommendations and alternatives for improving the transportation system within the Town of Bennett. Recommendations will be developed and prioritized based on identified technical need, immediacy of existing and projected conditions, and relative benefit of proposed actions. Based on Phase 2 of the public input process discussed in Task 8, these materials will be released for public review and comment.

Final Plan

Following the required public review and consideration of public comments, KLJ will prepare a final plan document pursuant to the requirements of the RFP that can be incorporated into the CAIMP.



Project Team



Chris DeVerniero, PE

Registration: Professional Engineer – MT, ID
Education: MA Transportation Policy, Operations, and Linguistics and BS Mechanical Engineering
Location: Helena, MT

55%
AVAILABLE

Chris is a senior project manager who has been involved in a number of wide-ranging transportation-focused projects with various departments of transportation (DOT), cities, counties, and Tribal agencies. He has extensive experience with GIS asset management, federal/state transportation policy, risk identification, mitigation strategy preparation, Federal Highway Administration (FHWA) guidance implementation, planning process development, and transportation study research. Chris brings a combination of real-world knowledge and experience in asset management principles and pre-National Environmental Policy Act (NEPA) PEL process along with a consultant design delivery experience. Prior to moving to the private sector, Chris served as the Montana Department of Transportation (MDT) Asset Management Engineer for nearly a decade. He was responsible for optimizing funding allocations based on need to maintain and improve pavement and bridges on Montana’s roadways and the initial development of MDT’s Transportation Asset Management Plan. Chris has an exemplary history of managing projects on schedule and within scope and budget. His reputation as an effective communicator and problem-solver will help guide this study through development and into adoption.



Wade Kline, PTP

Registration: Professional Transportation Planner (PTP)
Education: BA Urban Planning
Location: West Fargo, ND

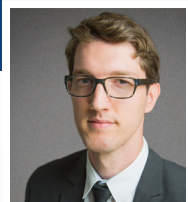
40%
AVAILABLE

Wade has more than 20 years of transportation planning experience. Over the past seven years, he has served as a private sector consultant, developing a variety of transportation planning and programming documents for a range of public sector client types, including cities, counties, and MPOs. Wade has worked in cooperation with MDT, Minnesota Department of Transportation (MnDOT), South Dakota Department of Transportation (SDDOT), and North Dakota Department of Transportation (NDDOT).

As former director at the Fargo-Moorhead Metropolitan Council of Governments (Metro COG), he is highly recognized throughout Minnesota and the Dakotas. As an MPO practitioner, Wade excelled at developing an array of long-range policy, planning, and programming tools. He has earned the respect of technical and political leadership through his 20 years of experience. Wade’s involvement in project prioritization includes identifying project investments and programming needs through both long-range transportation and small area transportation plans. His track-record assures he will efficiently guide and coordinate key elements of the ongoing public engagement efforts. Wade has proven himself as an interdisciplinary leader and will see the project through to completion of a meaningful planning process with buy-in from local decision-makers, key stakeholders, and the public. Wade’s reputation as a consensus builder will be instrumental in development and completion of agreed-to vision, strategy, and implementation plan for your project.

Relevant Project Management Experience:

- » Master Transportation Plan | Dell Rapids, SD
- » Arrive 2045 Metropolitan Transportation Plan | Bismarck/Mandan, ND
- » Urban Area Transportation Plan | Columbia Falls, MT
- » Move 2040 Urban Area Transportation Plan | Kalispell, MT
- » Trunk Highway (TH) 10/75 and 11th Street Grade Separation Study | Moorhead, MN



David Wiosna

Education: MA Geography and BS Geography
Location: West Fargo, ND

60%
AVAILABLE

David is a planner with more than five years of experience in transportation and community planning. He has worked on corridor studies, county transportation plans, long-range transportation plans, transit plans, land use analysis, city and county comprehensive plans, hazard mitigation plans, and various GIS projects. David has experience using GIS and has contributed to planning documents.

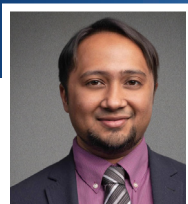


David Sedbrook

Education: MA Public Policy and Strategic Public Relations, BA Political Science, and BA History
Location: Englewood, CO

50%
AVAILABLE

David brings experience to the team working in government affairs, regulatory affairs, public policy analysis, and public relations. He is highly skilled at analyzing legislation, ordinances, regulations, and ballot initiatives. Additionally, David brings extensive experience in data research to produce community outreach on upcoming legislation. He has worked with a variety of industries leading to experience regarding workforce, legislative research, legislative strategy development, training needs, and diversification opportunities.



Oz Khan, PE

Registration: Professional Engineer – MN
Education: PhD Transportation Logistics (in progress), MA Urban and Regional Planning, and BS Civil Engineering
Location: Saint Paul, MN

40%
AVAILABLE

Oz is a transportation engineer and planner with experience in traffic simulation modeling, traffic impact studies, traffic forecasting, traffic operations and safety analysis, GIS analysis, Americans with Disabilities Act (ADA) compliance, pavement management, context-sensitive solutions, asset management, and advanced statistical analysis.

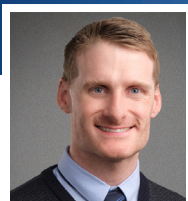


Nichole Fischer

Education: AAS Commercial Art/Graphic Art
Location: Bismarck, ND

45%
AVAILABLE

Nichole is a graphic designer with 16 years of experience. Her skills include designing flyers, brochures, posters, ads, social media ads, signage, billboards, magazines, and more. Nichole updates and adds design to company websites using SharePoint. She also has the ability to build a website using WordPress.



Zach Chappell, AICP

Certification: American Institute of Certified Planners (AICP)
Education: MS Urban and Regional Planning and BA Latin American Studies
Location: Saint Paul, MN

40%
AVAILABLE

Zach specializes in long-range transportation planning, travel demand management, transportation performance management, multimodal planning, geospatial analysis, and web mapping. He has led production on a variety of projects including congestion management process plans, municipal comprehensive plans, municipal and institutional parking plans, and numerous long-range transportation plans.



Ryan Sundberg, PE

Registration: Professional Engineer – CO, MT, ND, MN, SD
Education: BS Civil Engineering
Location: Englewood, CO

60%
AVAILABLE

Ryan is a lead designer with more than five years of construction engineering experience and seven years of design engineering experience working on a wide range of infrastructure and land development projects. Applying this versatile combination of skills has provided tremendous support in designing efficient and constructible projects, successfully. Through this skill growth, he has become proficient in the requirements of ADA, Public ROW Accessibility Guidelines (PROWAG), and the American Association of State Highway and Transportation Officials (AASHTO) standards on bicycle facilities.

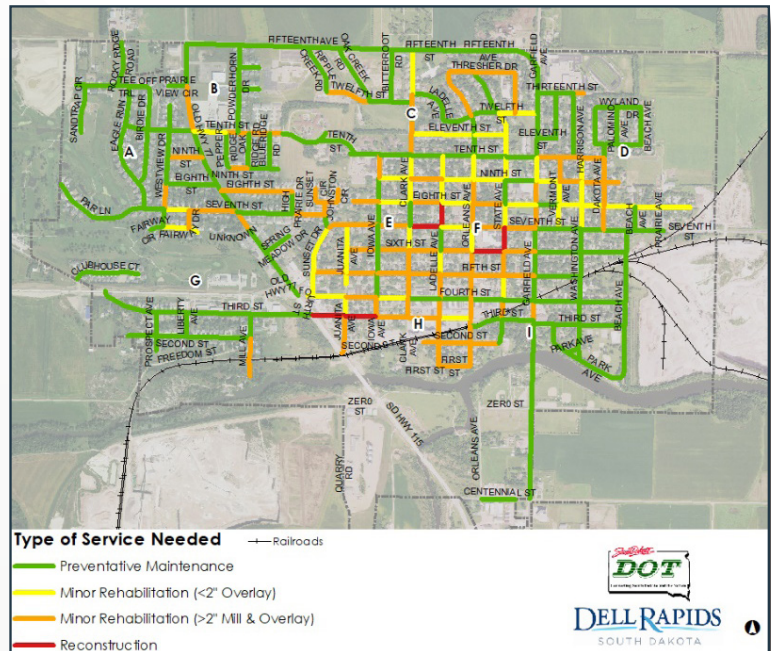
Previous Projects

Dell Rapids Master Transportation Plan | Dell Rapids, SD

Completed: 2019 ✓ on time ✓ within budget

KLJ completed the MTP for the City of Dell Rapids (pop. 3,700). The MTP is a 20-year planning document prepared to address a series of long-range transportation needs facing the bedroom community north of the Sioux Falls metropolitan area. The MTP included a pavement management assessment and recommendations to support the development of a city-wide pavement program. KLJ evaluated existing pedestrian and ADA needs in the community to prepare a long-range program of needed improvements to address pedestrian mobility throughout the community. The Dell Rapids MTP was supported through a comprehensive public engagement process, including the development of interactive online survey tools and a thoughtful social media campaign.

Reference: Justin Wieland, City of Dell Rapids City Administrator – 605.428.359 – city.admin@cityofdellrapids.com



Kalispell Move 2040 Urban Area Transportation Plan | Kalispell, MT

Completed: 2021 ✓ on time ✓ within budget

KLJ recently developed the Kalispell Urban Area Transportation Plan. Move 2040 is a 20-year transportation plan to support needed infrastructure to address rapid growth in the Flathead Valley (pop. 23,000). The planning process responds to dramatically changing conditions, including the recently completed Kalispell Bypass. The planning process looked at a range of system alternatives aimed at improving regional mobility. Move 2040 is a long-range set of improvements to improve both bicycle and pedestrian facilities. Move 2040 was developed in coordination with the City of Kalispell, Flathead County, and MDT. KLJ orchestrated a two-phase public engagement campaign to support Move 2040. KLJ branded the planning process, created an online and social media campaign, developed interactive web mapping tools, and used traditional in-person open houses to generate community dialogue.

Reference: Keith Haskins, PE, City of Kalispell Engineer – 701-758-7727 – khaskins@kalispell.com



Arrive 2045 Bismarck-Mandan Metropolitan Transportation Plan | Bismarck, ND

Completed: 2020 (adoption date) ✓ on time ✓ within budget

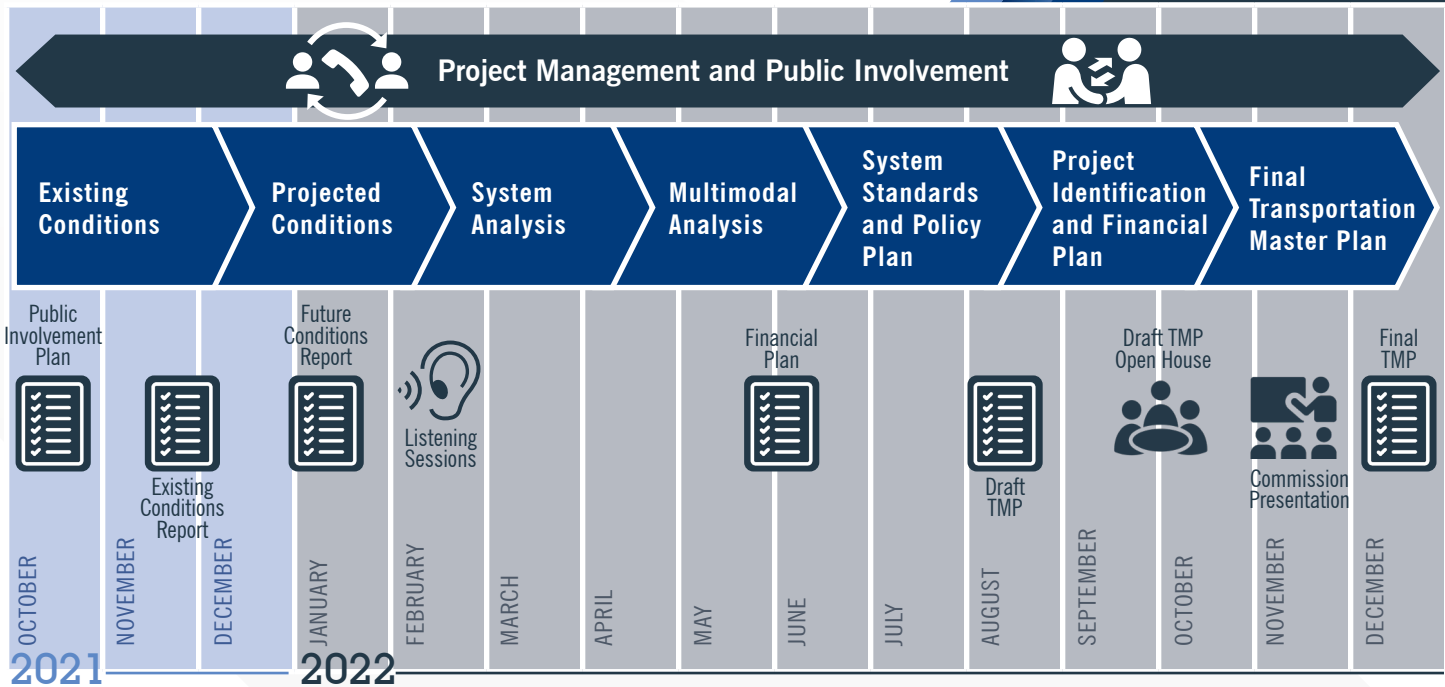
Arrive 2045 is a long-range plan for the Bismarck-Mandan Metropolitan Planning Organization (BMMPO) area, which includes the cities of Bismarck, Mandan, and Lincoln, and Burleigh and Morton Counties (pop. 85,000). This plan assists BMMPO in meeting the current and future transportation needs. Arrive 2045 will guide the development of multimodal transportation systems throughout the Bismarck-Mandan metropolitan area for the next 25 years. It prioritizes transportation spending throughout this period, making it important that the plan reflects the choices and desires of the area's residents, workers, and visitors.

The updates allow the BMMPO jurisdictions an opportunity to re-examine their values related to transportation, as well as provide an opportunity for the area to consider how their transportation system should look and function in the future. Through both technical analysis and community workshops, KLJ has worked to arrive at and evaluate a range of larger regional visions to address desired regional mobility.

Reference: Rachel Drewlow, BMMPO Executive Director – 701-355-1852 – rdrewlow@bismarcknd.gov



Project Schedule



Fee Schedule

The project fee to provide this work is \$99,573.02. Further details are located in Attachment B – Pricing Form.

Tasks	Wade Kline	Chris DeVerniero	Zach Chappell	Dave Wiosna	Oz Khan	Nichole Fischer	David Sedbrook	Ryan Sundberg	Admin.	Total
1. Project Management	0	72	0	0	0	0	0	0	6	78
2. Public Outreach	44	12	0	0	0	20	20	0	2	98
3. Existing Conditions	16	8	40	24	0	0	0	0	2	90
4. Issues/Needs Identification	16	8	28	0	0	0	0	0	2	54
5. Projected Conditions	10	10	18	16	30	0	0	0	2	86
6. Multimodal/ Alternatives System Analysis	20	12	16	0	28	0	0	0	2	78
7. Recommendations/Prioritization	8	16	0	0	0	0	0	30	2	56
8. LRTP Development	16	16	44	8	0	0	0	0	2	86
Total Hours	130	154	146	48	58	20	20	30	20	626
Total Fee	\$24,887.99	\$31,939.59	\$18,168.23	\$4,288.39	\$7,032.45	\$2,552.61	\$2,105.91	\$4,307.54	\$1,276.31	\$96,559.02

Fees	\$96,559.02
Expenses	\$3,014.00
Total	\$99,573.02

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

Date of RFP Issuance: July 26, 2021
Project Number: 21-007
RFP Title: **Master Transportation Plan**
Proposals Due: September 1, 2021, 4:00 p.m., Local Time
Submit Proposals to: **Trish Stiles, Town Administrator**

Town Hall, 207 Muegge Way, Bennett, CO 80102-7806

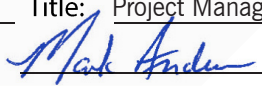
For Additional Information Please Contact: Trish Stiles
 (303) 644-3249 Ext. 1009
 Email: tstiles@bennett.co.us

Documents Included in This Package:
 RFP Cover Sheet
 Project Background and Specifications
 RFP Instructions
 Terms and Conditions
 Special Terms and Conditions
 Pricing Form
 Submission Form
 Substitute Form W-9
 Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: KLJ Engineering LLC Fax: 855-288-805
 Address: 4585 Coleman Street City/State: Bismarck, ND Zip: 58503-0431
 Contact Person: Chris DeVerniero Title: Project Manager Phone: 406-447-3345
 Authorized Representative's Signature:  Phone: 701-355-8765
 Printed Name: Mark Anderson Title: VP Environment and Public Works Date: September 1, 2021
 Email Address: mark.anderson@kljeng.com

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	1	Project Management		\$15,315.69
2	1	1	Public Outreach		\$15,698.58
3	1	1	Existing Conditions		\$11,971.76
4	1	1	Issues/Needs Identification		\$8,334.29
5	1	1	Projected Conditions		\$11,422.95
6	1	1	Multimodal & Alternatives System Analysis		\$11,831.37
7	1	1	Recommendations & Prioritizations		\$9,285.13
8	1	1	LRTP Development		\$12,699.26
9	1	1	Expenses		\$3,014.00
Total					\$99,573.02

Not to Exceed Total: \$100,000.00



SUBMISSION FORM

SUBMISSION: It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett
ATTN: Purchasing
207 Muegge Way
Bennett, CO 80102

Attn: Trish Stiles
Master Transportation Plan
RFP: 21-007

Does your proposal comply with all the terms and conditions? If no, indicate exceptions / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions / NO

State percentage of prompt payment discount, if offered N/A %

State total bid price (include all items bid) \$99,573.02

State total bid price with discount N/A

The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.

SUBSTITUTE FORM W-9
REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION
(A copy of the W-9 instructions is available upon request)

Vendor# 26-2958560

1 NAME OF FIRM:

KLJ Engineering LLC

NAME (Legal Name)

BUSINESS NAME (If different from above e.g. DBA)

2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED
(if different from above):

KLJ Engineering LLC

NAME (As it appears on invoice)

PO Box 4130

ADDRESS

Bismarck, ND 58502

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

(If more than one remit to address, please attach on additional page.)

4585 Coleman Street

STREET ADDRESS

Bismarck, ND 58503-0431

CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax (303) 644-4125
By mail Town of Bennett
ATTN: Danette Ruvalcaba
207 Muegge Way
Bennett, CO 80102



KLJENG.COM

EOE / M/F / Vet / Disability



Engineering, Reimagined

REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

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July 26, 2021

Project Number:

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Trish Stiles

(303) 644-3249 Ext. 1009

Email: **tstiles@bennett.co.us**

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Substitute Form W-9

Sample Agreement

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PRINT OR TYPE YOUR INFORMATION

Name of Company: Mead & Hunt, Inc.

Fax: _____

Address: 1743 Wazee Street, Suite 400 City/State: Denver, CO

Zip: 80202

Contact Person: Paul Silberman

Title: Transportation Department Manager

Phone: 443-741-3697

Authorized Representative's Signature: _____

Phone: 443-741-3697

Printed Name: Paul Silberman

Title: Transportation Department Manager

Date: 9/1/21



SEPTEMBER 1, 2021

Town of Bennett
ATTN: Trish Stiles, Town Administrator
Town Hall
207 Muegge Way
Bennett CO, 80102

Subject: Master Transportation Plan

Dear Ms. Stiles and Members of the Selection Committee:

Mead & Hunt is pleased to submit our qualifications and approach to support the Town of Bennett with the development of a Master Transportation Plan. Mead & Hunt will provide the Town with a professional team that is experienced in developing these plans for similar communities, is qualified in all needed disciplines, and has extensive experience with effective and diverse public engagement programs. Our team will complete this plan within budget and desired schedule and provide high quality deliverables. To accomplish this, Mead & Hunt has assembled a highly skilled team of technical experts. We offer the following advantages for your consideration:

Proven Project Leadership: Paul Silberman, PE, PTOE, will serve as Project Manager. He brings over 24 years of experience in transportation planning, traffic engineering and public engagement for local municipalities. Mead & Hunt has built a team of multidisciplinary planners and engineers. He will be supported by Chuck Huffine, PE, PTOE, AICP. Paul and Chuck a recognized leader in guiding successful transportation planning projects for over two decades and have successfully managed preparation of transportation master plans throughout Colorado, Wyoming and beyond. They know the key players at involved agencies like DRCOG, CDOT and Adams County.

Capabilities and Experience with Transportation Master Plans: Mead & Hunt understands how to identify and address long-term transportation needs that can handle future growth, phase transportation infrastructure in time with development, and solve traffic operations issues. Our managers and technical staff have proven in-house abilities and experience to develop transportation master plans. Through previous work on plans, our key staff has proven that they can listen effectively and be trusted to meet commitments and get things done in a quality manner. We are committed to support the Town of Bennett in developing a plan "blueprint" to provide quality infrastructure improvements for their community and handle anticipated growth.

Staff Availability: Both Paul and Chuck have other project commitments at less than 40% of their time, leaving 60% to devote to this foundational project for Bennett. This plan will be our primary focus.

We appreciate the opportunity to submit our qualifications for your consideration and look forward to working with you. We are confident in our ability to commit our staff and resources to this effort, and we are eager to begin work on this project. We ask that you give us the opportunity to prove to you that we can be your reliable, responsive and trusted partner. Mead & Hunt has no deviations to request from the Sample Agreement in the RFP.

Sincerely,
Mead & Hunt, Inc.

Paul Silberman, PE, PTOE
Practice Lead - Transportation Planning
Paul.Silberman@meadhunt.com

STATEMENT OF QUALIFICATIONS

FIRM PROFILE

CAPABILITIES

Mead & Hunt, Inc. is an employee-owned firm with approximately 900 employees in nearly 40 offices nationwide. We proudly serve the Centennial State with an office in Denver. Mead & Hunt's Transportation Planning team delivers high-quality strategic transportation plans, traffic operations studies, traffic impact analysis, travel demand forecasting, corridor studies and small area plans, bicycle and pedestrian network planning and design, transit service planning and public and stakeholder engagement.

HIGHLY QUALIFIED

Our team's core strengths include transportation planning and civil engineering, with capabilities that include transportation master plan development, corridor studies, traffic operations analysis and traffic impact mitigation, travel forecasting, scenario/land use planning, roadway planning, bicycle and pedestrian network plans, transit needs and service planning, roadway design standards, traffic safety audits, asset management plans, geodata development, geospatial analysis (GIS) and public stakeholder and elected official involvement and facilitation.

Our firm has over 25 licensed Professional Engineers in our Transportation Planning/Traffic Engineering Departments, along with 10 certified Professional Traffic Operations Engineers and seven Certified Planners. Our success is a reflection of our years of experience, knowledge of national and local standards, long-standing relationships built with clients, familiarity with the community and the drive to deliver products that exceed client expectations.

Our team understands that addressing local and regional mobility needs requires policy and project solutions that balance diverse community goals and projected growth, with feasible near and long-term objectives. Our approach integrates community objectives and values relating to compatibility, livability, a sense of place, urban design, cost and environmental impacts.

Our work demonstrates a commitment to creating sustainable transportation systems that support economic development, prioritize safety, preserve critical assets and enhance multimodal mobility. We recognize the demands and challenges faced by local jurisdictions with limited resources to manage, preserve and expand the transportation network. We bring a deep understanding of how to balance system preservation with increasing multimodal travel demands and offer cutting edge techniques in development impact policy, growth management tools, traffic mitigation, multimodal planning, pedestrian, bicycle and transit accommodations, traffic modeling and simulation, traffic technology applications and demand management that address both client and citizen needs. Our unique approach is based on a philosophy of first listening to our clients' needs, and then developing cost-effective mobility solutions that improve quality of life, reduce congestion, improve travel choices, maintain small town character, support the economy and enhance safety.

Mead & Hunt utilizes state-of-the-art computer equipment and software to perform traffic analysis, planning, engineering design, mapping, simulation and visualization. We are versed in numerous advanced traffic analysis software tools including Synchro/SimTraffic, VISSIM, VISUM, VISTRO, SIDRA, Highway Capacity Analysis, CORSIM, Cube, TransCAD/Transmodeler and PETRA. We utilize InRoads Civil Design Software, MicroStation and AutoCAD drafting design software, together with numerous design applications such as AutoTurn and Guidsign. Our staff receives timely training on civil 3D state-of-the-art and state-of-the-practice design and analysis tools.

To support our engineering services we offer a host of GIS solutions, all of which are grounded in ESRI's suite of ArcGIS version 10.7 software products such as asset data collection, geodatabase development, display mapping, thematic overlay and analysis, and online interactive mapping. We also maintain a full suite of state-of-the-art graphic design, visualization and website tools including Adobe Creative, AutoCAD, MicroStation Concept Design, Adobe® Photoshop, SketchUp, Microsoft Publisher and Microsoft Visio.

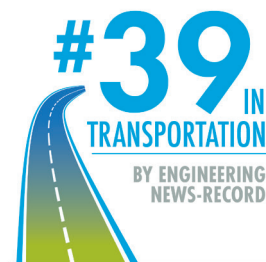
900 EMPLOYEES



ENGINEERS • ARCHITECTS • PLANNERS

#97

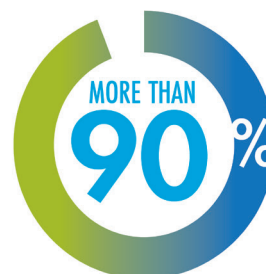
TOP 500 DESIGN FIRM
BY ENGINEERING NEWS-RECORD



#39 IN TRANSPORTATION

BY ENGINEERING
NEWS-RECORD

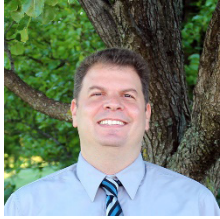
SERVING TRANSPORTATION CLIENTS SINCE THE 1940s



REPEAT CLIENTS

KEY PROJECT STAFF

We have established a team of seasoned transportation planners, engineers and data analysts that have successfully collaborated on multiple multimodal transportation planning, long-range plans, complete streets design, traffic modeling and travel demand forecasting, traffic operations and safety analysis, traffic impact analysis, pedestrian and bicycle network planning, transit service planning and operations, GIS mapping and stakeholder, elected official and public engagement.



Paul Silberman, PE, PTOE – Project Manager

Paul has 24 years of experience in multimodal transportation planning and engineering, delivering innovative solutions for growth management, adequate public facilities, transportation investment and strategic transportation plans. Paul has managed over a dozen strategic transportation plans of varying

scale from regional to County, municipal, corridor-level, business districts and neighborhoods and presented findings to elected officials, Planning Commissions and Business Groups. Paul's expertise includes traffic data collection, corridor studies, traffic operations analysis, traffic impact mitigation, travel forecasting/travel market analysis, scenario/land use planning, highway planning, bicycle and pedestrian network plans, transit needs and service planning, roadway design standards, traffic safety audits, asset management plans, geodata development and geospatial analysis as well as public and stakeholder involvement and facilitation. Paul is located in our Denver, CO office and is 60% available for this project.

PROJECT EXPERIENCE

- Colorado Main Streets Technical Support Services, Statewide
- US 6/Lake Dillon Drive Intersection/Entrance to Town Center Study, Town of Dillon, Colorado
- On-Call Roundabout Feasibility Studies, City of Grand Junction, Colorado
- Salt Creek Corridor Study and Access Plan, Town of Bar Nunn, Wyoming
- SH 135 Corridor Study, Gunnison County, Colorado
- 70th Street Multimodal Improvements, Adams County, Colorado
- Citywide Transportation Plan, City of Manassas, Virginia
- Citywide Transportation Plan, City of Hyattsville, Maryland
- Transportation Plan, City of New Castle, Delaware
- Transportation Plan, Town of Newport, Virginia
- Downtown Circulation Plan, City of Frederick, Maryland
- Transportation Master Plan, Calvert County, Maryland
- Transportation Master Plan, Anne Arundel County, Maryland



Troy Pankratz, PE – Senior

Transportation/Traffic Engineer

Troy has 20 years of experience in roadway design, feasibility studies, traffic analysis, innovative intersection designs, horizontal and vertical alignments, typical sections, construction cost estimates, drainage and stormwater management and stakeholder coordination. Troy has devel-

oped extensive expertise in developing innovative intersection designs to minimize conflict points for all users. Troy is familiar with CDOT, AASHTO, ITE and MUTCD guidelines. Troy splits his time between our Denver, CO and Madison, WI offices and is 40% available for this project

PROJECT EXPERIENCE

- US 6/Evergreen Road/Lake Dillon Drive Roundabout Study, Town of Dillon, Colorado

- I-70 Corridor Interchange Conversion Analysis and Design, CDOT, Grand Junction to Vail, Colorado
- I-70 Exit 114 Roundabout In-Service Review CDOT, Glenwood Springs, Colorado
- RidgeGate Parkway Improvements, City of Lone Tree, Colorado
- SH 82/Maroon Creek/Castle Creek Roundabout Improvements, Pitkin County, Colorado



Chuck Huffine, PE, PTOE, AICP – Senior

Transportation Planner Chuck is a senior planner/traffic engineer with over 34 years of experience in transportation planning, traffic engineering and public outreach in both the private and public sectors. He has experience with preparation of transportation plans, land use planning, travel forecasting,

needs assessment, capacity/level of service (LOS) analysis, safety studies, multimodal solution development and Capital Improvement Plans (CIPs). Chuck splits his time between our Denver, CO and Tampa, FL offices and is 35% available for this project.

PROJECT EXPERIENCE

- Transportation Plan, City of Craig, Colorado
- I-25 Area Transportation Study, City of Greenwood Village, Colorado
- Transportation Plan, Town of Hudson, Colorado
- Jefferson Parkway Plan, City of Arvada, Colorado
- Transportation Plan, Town of Buckeye, Arizona
- Transportation Plan, Sparks, Nevada
- Transportation Plan, City of Casper, Wyoming
- Transportation Plan, Town of Pinedale, Wyoming



Molly North – Multimodal Planner/

Engineer Molly is a progressive transportation leader with more than 12 years of experience. She has experience in multimodal transportation planning and engineering including technical, policy and planning skills, graphics and extensive experience in facilitation, communication and collabora-

tion. Molly has worked on strategic planning, pedestrian and bicycle facility design, bicycle parking, traffic safety, funding, programming, grant applications and management Molly has delivered numerous presentations to stakeholders, the public and elected officials. Molly is located in our Denver, CO office and is 60% available for this project.

PROJECT EXPERIENCE

- City of Fort Collins, FC Bikes, Fort Collins, Colorado
- 70th Street Multimodal Improvement Study, Adams County, Colorado
- Salt Creek Corridor Study, Town of Bar Nunn, Wyoming
- Traffic Impact Studies, Private Clients
- ESH 82/Entrance to Aspen Multimodal Study, Pitkin County, Colorado
- Downtown Bike Network Planning, City of Rockville, Maryland
- Bicycle Network Planning, City of Manassas, Virginia

PROJECT APPROACH

PROJECT UNDERSTANDING

The Town of Bennett was incorporated in 1930 and has a population of approximately 2,500 people. Uniquely situated on the edge of the Front Range and Eastern Plains of Colorado, the Town's excellent public school system, location along I-70 and proximity to Downtown Denver, Aurora and the Denver International Airport make it a growing hub for goods and services. The Town also has a robust network of walking and biking trails, numerous parks, a community center, a recreation center, and 200+ acres of protected open spaces. These characteristics, plus the Town's available land for development, make it poised for rapid growth in the coming decades. Up to 100,000 new daily vehicle trips could be added to the Town's roadway network according to the Town's Downtown Planning Study.

While Bennett did not previously have much need for a Master Transportation Plan in the past, anticipated growth will put significant pressures on the existing transportation facilities. The need for widened roads, bypass roads, new access points/interchanges, railroad grade crossing eliminations, upgraded traffic control and expanded/improved pedestrian and bicycle facilities has become clearer. With all the new and planned developments, there is a need to tie development mitigation measures into a formalized, coordinated transportation plan. Additionally, there will also be a need for through travel capacity, transit connectivity, pedestrian/bicycle connectivity and safety improvements and system maintenance/upgrades that must also be tied to capital programming at the State, County and Municipal level. Eligibility for funding on the state, federal and private levels is often dependent on a town having a formalized transportation plan.



We understand that the primary goal of this project is to assist the Town with the development of its first Master Transportation Plan. The plan will serve as a blueprint for the Town's future transportation system. Public engagement will be key to understanding existing and future needs, as will coordination with adjacent and involved agencies such as CDOT, DRCOG, Adams and Arapahoe Counties. An inventory and capacity/safety analysis of the existing transportation facilities will provide an important baseline. Refinement of the DRCOG FOCUS travel demand model, with the future land use map for Bennett, will be important to enable an adequate assessment of future transportation needs. A series of appropriate transportation improvements will be developed and evaluated, including additional road links, Town access points, expanded trails and improved pedestrian crossings, typical road cross sections, paving needs and upgraded traffic control needs. Integration of other important plans and studies, such as the Highway 70 PEL study and Access Control Plan, and the Town's Capital Asset Inventory and Master Plan, will be a key element. Finally, an implementation plan will be developed to include planning-level cost estimates, milestones/triggers for project implementation, means to tie improvements into development mitigations and other possible funding sources. The final Master Transportation Plan report will guide the transportation decision-making of the Town Board, plus provide the information and procedures necessary to successfully design and implement projects.

PROPOSED APPROACH

We share the Town's vision of a clear set of priorities and policies for transportation infrastructure investments in the years to come. A plan is needed that synchronizes improvements to the transportation network in time with development projects and balances the needs of multiple user groups on the limited resource that is the public street network. We envision our role in this project as a partnership with the Town in growth management. We see this partnership as much more than just identifying a menu of roadway improvements and plan reviews, but also:

- Providing credentials and knowledge in traffic engineering, transportation planning and roadway standards and guidelines.
- Balancing needs for economic development and growth with needs for multimodal access, safety and mobility.
- Supporting and advocating for the town on policy and traffic mitigation needs and sustainable transportation.
- Actively listening and working with residents to establish transportation needs and desires.

Without a coordinated, consistent and comprehensive approach, the analysis of land use changes, development plans and determination of traffic mitigation measures on an ad-hoc basis could result in unintended changes in traffic patterns, traffic safety and modal balance, as well as mistiming of programming necessary for roadway improvements. Mead & Hunt has crafted a scope that will utilize data-driven and visualization approaches to evaluate existing and future multimodal traffic operations and mobility needs.

TECHNICAL APPROACH

This plan effort will solicit public and stakeholder input; evaluate existing conditions including roadway geometry, land use, right-of-way, traffic volumes and traffic operations; assess planned development and potential land use changes; develop future year traffic data for the approved land use scenario; identify and test alternative roadway and multimodal improvements; and develop an implementation/funding plan that ties specific improvements to either traffic volume or development thresholds. The Transportation Plan will be accomplished by focusing on the following sequential tasks:

1. Project management, public outreach and coordination
2. Existing conditions inventory, data collection, traffic issues and multimodal gaps
3. Future travel demand and transportation needs
4. Future transportation alternatives and draft plan
5. Final report and plan

Task 1: Project Management, Public Outreach and Coordination

Mead & Hunt will meet with Town staff to conduct a kick-off meeting to obtain and compile baseline data including background studies, site development plans, GIS and traffic data, confirm scope and methodology, and identify site-specific safety/access concerns from Planning and Economic Development, Public Works, Community Development and the School District. We will also finalize the project schedule, key milestones and deliverables, and identify potential public agency, institutional and business stakeholders and contacts.

Our project management approach will include recurring progress meetings in person or by phone, and monthly progress reports/invoices with breakdown by task to assist in keeping the project on schedule and within the budget. Progress meetings will include status updates, work accomplished during prior two-week period, on-going tasks, decisions to be made by the client, upcoming tasks, coordination with outside agencies/stakeholders, status of schedule and budget and a recap of action items.

Vision, Goals and Objectives: Mead & Hunt will work with the Town to define a vision for the future of transportation in Bennett, such as a safe and efficient transportation network that accommodates all modes of travel and meets future travel needs in step with economic development and growth, that will be further refined by public input. The goals for the Plan will support the vision and the objectives will identify the needed steps to achieve that vision. Based on the goals and objectives, we will identify easy to understand performance measures for the assessment of Plan performance such as new roadway lane miles, intersection level of service, crash rates and miles of new sidewalk or trails.

Stakeholder and Public Engagement: In the past several years, Mead & Hunt key staff have been involved with dozens of high-profile projects, from strategic transportation plans, corridor studies, transit planning studies and street scape projects to traffic calming and development review/traffic impact studies. We are well-versed in public and stakeholder engagement and managing project steering and advisory committees. Our staff has given presentations to Mayors, Town Boards, Planning Commissions, Directors of Public Works, Special Task Forces and environmental resource agency officials. Our involvement has included:

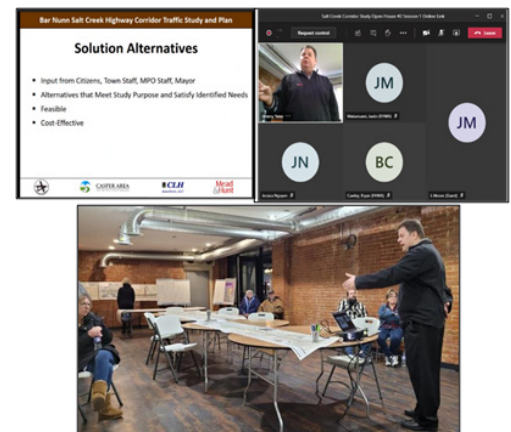
- Public speaking
- Development and dissemination of maps and high-quality graphics
- Graphic design and visualization tools including renderings and traffic simulations
- Attendance and facilitation of community meetings and charrettes
- Involvement in the creation of and facilitation of stakeholder and focus groups
- Development of project websites, newsletters, videos and meeting minutes

Mead & Hunt will coordinate with town staff to establish a clear strategy for stakeholder and public involvement. Anticipated outreach efforts will include:

- Two community/neighborhood outreach open house meetings to present existing conditions, listen to concerns, solicit ideas for transportation improvements and receive comments on draft recommendations. Alternative public involvement methods such as newsletters, virtual online public meetings and pop-up outreach activities at Town events (e.g. community markets) can also supplement the traditional stakeholder and public engagement efforts. Use of the Town website and social media will provide additional means for information gathering and dissemination.
- Town stakeholder and government agency partner meetings with the Bennett School District, Fire, Library, Adams and Arapahoe County, CDOT, DRCOG and the Union Pacific Railroad. We will coordinate with these agencies throughout the preparation of this plan. Our team has excellent working relationships with CDOT, DRCOG and Adams and Arapahoe Counties.
- Transportation vision survey questionnaire through social media and/or post-card mailing.
- Formation and facilitation of a Steering Advisory Committee consisting of between five to seven citizen volunteers to meet three to four times during the process to advise on visions, goals, objectives, findings and recommendations.
- Conduct two Town Board workshops. The first will help us to understand their community desires, plans and vision. The second will present a draft plan to the Town Board and citizens to summarize plan recommendations and public input received.
- Conduct a final presentation to the Town Board to seek adoption of the final Master Transportation Plan

TASK 1 DELIVERABLES:

- Final project scope, schedule and fee
- Meeting agendas and minutes
- Summary of visions, goals and objectives
- Graphics, maps, social media content and presentation materials needed for outreach activities with public agency stakeholders, steering committee and the general public
- Summary of stakeholder and public comments by matrix and map
- Materials for the Board workshops



HYBRID ONLINE AND IN-PERSON MEETING FOR THE TOWN OF BAR NUNN BY MEAD & HUNT

Task 2: Existing Conditions Inventory, Data Collection, Traffic Issues and Multi-modal Gaps

We will subsequently perform a document review of recent studies and plans to extract all recommended improvements and policies related to roadways, traffic calming/safety, pedestrian and bicycle networks, and transit. Expected documents to review include but are not limited to:

- Town of Bennett Capital Asset Inventory and Master Plan
- Town of Bennett Comprehensive Plan (2015 and Current Plan under development)
- Town of Bennett Parks, Trails and Open Space Plan
- Bennett Regional Trails Plan
- Highway 79 PEL Study
- Highway 79 Access Management Plan
- Recent Traffic Impact Studies
- Adams and Arapahoe County County Transportation Plan
- DRCOG Regional Transportation Plan and other modal/corridor plans
- CDOT CTP and I-70 corridor studies

Transportation Network Base Mapping and Field Review: We will perform a field/desktop inventory and prepare base mapping of the transportation network for the study area, incorporating GIS, right-of-way and other files obtained from various Town, County and State sources. The base mapping will include transportation assets by mode such as:

- Roadway functional classification (ownership, typical sections/lanes and speed limits)
- Daily traffic volumes and historical traffic growth rates
- Roadway surface types and conditions
- Lane configuration and widths
- Intersection traffic controls and level of service
- Traffic calming devices
- Transit service (routes, stops, headways, ridership)
- Crash history
- Speed limits
- Pedestrian network (sidewalks, crosswalks, ADA ramps, refuge islands, pedestrian signals)
- Bicycle network (marked lanes, shared use paths and trails)
- School pedestrian zones
- Proposed new developments

Mead & Hunt Professional Traffic Engineers will also observe the study corridors and ‘hot spot’ intersections during peak and off-peak hours to note traffic conditions, the performance of existing traffic control devices, and any aggressive or risky behaviors.

Study Area and Multimodal Traffic Data Collection: It is anticipated that the study area will include I-70, US 36 (Colfax), SH 79 (Kiowa-Bennett Road), CR 30, 31, 33, 35, 6th Avenue, 38th Avenue as well as Town roadway such as First through Tenth Streets and Palmer, Lincoln, Washington, Grant, Roosevelt and Truman Avenue, Centennial Drive and Bennett Avenue. Up to 12 (twelve) critical intersections will be identified for detailed traffic analysis. We will obtain, compile and analyze multimodal traffic volume data such as peak hour vehicle, pedestrian and bicycle traffic counts, turning movements and vehicle speed and classification. Upon review of available traffic data within and adjacent to the Town, Mead & Hunt will perform up to twelve (12) new intersection peak period (AM and PM) traffic counts and six (6) new 24-hour Average Daily Traffic (ADT) vehicle classification counts. As part of a preparatory function for count assignments, we will ensure that counts are not performed on holidays, non-school days, or any other days that may result in non-representative data.

- We will obtain and review traffic crash data from the Town and CDOT and identify known safety concerns, with emphasis on multimodal safety such as pedestrian and bicycle crashes and risky behaviors. High crash locations will be evaluated to correlate crash experience to geometric or operational deficiencies.
- Graphics will be prepared to illustrate the spatial distribution of crashes both overall and for significant crash types, especially for those that will build a case for access management, upgraded traffic controls, pedestrian and bicycle infrastructure and priority treatments or other safety improvements.

Existing Traffic Operations/Modeling: As part of the Transportation Plan we will develop a Synchro traffic model to evaluate existing and future traffic operations. This model will be delivered to the Town for use in future development traffic impact studies, project planning for capital improvement needs and operations analyses such as signal warrant studies and signal timing.

- We will develop existing Synchro AM and PM peak hour traffic models using field measurements (lane configurations, lane widths, turn lane lengths, intersection spacing and speed limits) and traffic volume data obtained in prior tasks, additional model inputs will include peak hour factors, vehicle composition, heavy vehicles and traffic controls. We will QA/QC all model inputs for accuracy and calibrate the model to ensure accurate representation of existing conditions. Mead & Hunt will use both Synchro and the 2010 Highway Capacity Manual (HCM) methods to calculate overall intersection and individual movement level of service, volume-to-capacity ratios and delays.
- We will evaluate appropriate traffic control needs at key locations identified by field observations, Town and stakeholder input and our crash assessment. Control options could include new roundabouts or traffic signals as well as new marked crosswalks per MUTCD and CDOT guidelines.

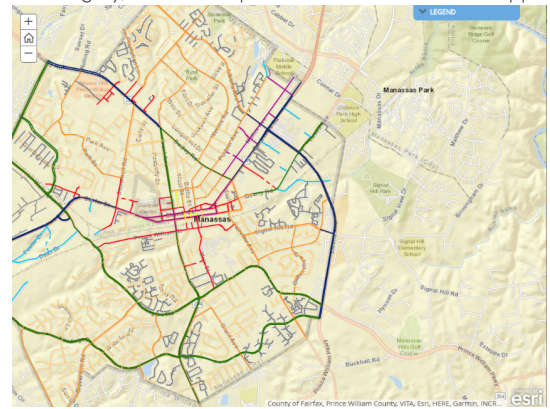
For intersections identified as having poor existing traffic operations (e.g. LOS E or F), we will develop a menu of potential traffic mitigation strategies such as traffic control changes, access management changes, lane configuration changes, geometric changes, street pattern changes, etc.

Project Map Atlas and Interactive Web Application: In addition to compiling and providing the raw data described above, the Mead & Hunt Team will present the data in the most useful format possible for informing analyses on transportation needs and decisions regarding improvement recommendations. Mead & Hunt will prepare an interactive web-based map atlas, which will document the existing transportation system within the Town. The interactive web application will allow Town staff online access to the accumulated data, and later to the complete streets analysis and future conditions recommendations. The application will provide all of the detail of the print maps but will augment the print versions by providing interactive functionality. Users will be able to click on data features, enabling a pop-up window to view detailed attributes for various transportation elements.

The application will also allow users to navigate around the study area, view aerial and street-level imagery, and access photos taken in the field. The application could be made public-facing and interactive to allow Town residents to obtain ample information and provide feedback regarding plan goals and recommendations.

TASK 2 DELIVERABLES:

- Matrix of previous study review and relevant recommendations
- GIS online transportation map atlas
- Existing ADT and intersection traffic volumes
- Summary table of existing intersection operations
- Crash mapping
- Technical memorandum summarizing the existing transportation system conditions and recommendations to mitigate any existing traffic operational or safety issue including visualization and graphics to share findings with stakeholders and the public.



EXAMPLE OF A PREVIOUS GIS WEB APPLICATION CREATED FOR THE CITY OF MANASSAS TRANSPORTATION PLAN BY MEAD & HUNT (<https://cityofmanassas.maps.arcgis.com/apps/mapjournal/index.html?appid=7590AE7514FB4DCEB8D924494195587E>). THE CURRENT VIEW SHOWS COMPLETE STREETS TYPOLOGY AND LINKS TO DESIGN STANDARDS.

Task 3: Future Travel Demand and Transportation Needs

Base and future year land use and demographic inputs (households, employment and population) will be developed for each Traffic Analysis Zone for each land use scenario in coordination with Town planners. Mead & Hunt will review the existing DRCOG FOCUS travel model and assess network coverage, detail, zone structure, centroid loading and identify appropriate screenlines for the Bennett area. As needed, additional network detail to more accurately represent local roadways, local and regional trip patterns and more variance in population, household and employment density assumptions will be added to the model. We will investigate zonal geography from census data to develop population and employment allocations needed for any zonal refinements. Team staff will follow NCHRP methodologies to refine, update, and re-validate the base year model to include appropriate transportation network detail and updated demographics and land use data for the Town. We will execute a model run of the enhanced DRCOG subarea model, including the verification of any planned Town, County or State roadway and transit improvement and incorporation of the adopted regional cooperative socioeconomic data to obtain baseline ADTs. The model outputs will be compared to existing observed ADTs to ensure validity and reasonableness for use in developing future traffic projections. We will develop future year traffic forecasts for traffic volumes on major roadways throughout the Town. We will include regional traffic (growth in Daily and peak period through volumes) derived from the latest version of the DRCOG regional travel demand model. We will review the projected demographics (e.g. households and jobs) in each Traffic Analysis Zone (TAZ) to ensure they are consistent with Town land use plans as well as network detail to ensure that all major roadways through the Town are included. In order to fully document both planned and potential developments in and near the Town (e.g. site trip generation) that may not be included in the latest cooperative land use forecasts in the DRCOG model, we will develop ITE trip generation rates for the AM and PM peak hours.

We will forecast a 2045 build out scenario based on the ultimate annexation and Town growth projections. We will execute model runs for the future year travel model and extract year 2045 daily link traffic forecasts for each scenario. These link forecasts will be post processed using NCHRP 765/255 procedures to develop intersection-level traffic volumes for all study intersections. We will perform a quality control check, which will include a review of previous studies and the associated forecasts in the study area to ensure reasonableness and consistency between the forecasts.

With the established future year intersection traffic volumes, Mead & Hunt will perform intersection capacity analyses using Highway Capacity Manual methodologies for the selected study intersections. The base year Synchro models will be updated to reflect future year traffic volumes and new programmed roadway links. Multiple simulations of future conditions will be run to 'observe' future year No Build traffic operations, including level of service, queues, turn lane spillovers, etc. Intersection performance measures utilized will be level of service, average vehicle delay, and volume-to-capacity ratio.

TASK 3 DELIVERABLES:

- Summary of future Town demographics, site trip generation and ADT projections for 2045
- Summary table of future HCM intersection capacity analysis
- Summary matrix of recommendations for mitigating any identified failing future conditions with intersection improvements, roadway widening, new roadway connections or traffic control upgrades
- AM and PM existing, 2045 No Build and Build Synchro model files

Task 4: Future Transportation Alternatives and Draft Plan

The Mead & Hunt team will use the existing inventory, results of the future travel demand and capacity analysis, plus the previous crash assessment, to identify a list of existing and future transportation needs within Bennett. After reviewing the needs list with Town staff, our team will identify potential improvements and alternatives for the Town's transportation network. Specifically, new roadway connections and improvements to alternatives routes to alleviate congestion on the State Highway network will be identified to accommodate future vehicle, pedestrian and bicycle needs. We will identify roadway and intersection improvements to provide a Level of Service D or better. The improvements will be based on data-driven analysis of locations with inadequate roadway capacity and gaps and barriers in the multi-modal network for walking, biking and transit. Potential improvement recommendations may include:

- New Roadway Connections - new north-south arterials, new interchanges and connections within the Town from I-70 (Quail Run Road, Harback Road, and Yulle Road)
- Corridor, intersection and interchange improvements including roadway paving, roadway widening, intersection improvements (e.g. added turn lanes), roadway extensions (56th Avenue, 6th Avenue, Jewell Avenue), roadway realignments (e.g. SH 79)
- Upgraded traffic controls including new traffic signals, roundabouts and pedestrian beacons

- Pedestrian infrastructure such as new sidewalks, side paths, curb ramps, marked crosswalks, median refuge islands, missing trail connections, pedestrian lighting
- Bicycle infrastructure such as designated bike lanes, colored bike lanes, protected/buffered bicycle lane, shared use paths, trails and wayfinding/route signage
- Freight improvements such as designated truck routes, highway-rail crossing improvements/grade separations
- Transit service including new or expanded park and ride lots, commuter bus service, major transit initiatives (e.g. RTD commuter rail extension) and possible local transit service
- Traffic calming treatments

Roadway Functional Classification: The establishment of new roadway design standards for the Town represents an opportunity to create certainty when future roadway design projects are underway, and to ensure that the Town's roadway network steadily becomes more balanced among transportation modes over time. Mead & Hunt incorporates a modally balanced ("complete streets") approach to street classification and roadway design. Mead & Hunt will review the Town's current roadway design standards and accommodation of pedestrian and bicycle facilities. We will rely on our team's in-house complete streets typology project examples as well as other industry and local guidelines (e.g. ITE, CDOT) as reference material to define unique and context-sensitive street typology and design elements for the Town. The Town's streets network will be assessed to determine how to redefine functional classification based on land use context. The typology will be specific enough to address the variety of conditions found within the Town and recognize that one roadway may change in terms of its role in the overall system several times.

Evaluation of Pedestrian, Bicycle and Trail Networks: Mead & Hunt will ensure the future transportation network and block sizes create a place where walking, biking and transit are truly viable modes of transportation. Building on the Town's existing trails network, we will work with the staff, residents and stakeholders to identify an active transportation network. Key existing and future pedestrian/bike generators, including access routes to schools, will be reviewed to help evaluate pedestrian safety and access issues. We will map key pedestrian barriers, such as ADA deficiencies, crosswalks, pedestrian crash locations, as well as connections throughout the study area and into surrounding neighborhoods, parks and trails. Utilizing this information, we will illustrate the value of potential enhancements, such as new sidewalks, marked crosswalks, marked bike lanes, neighborhood bikeways, shared use paths, path connections, trails, public way-finding signage, as well as traffic calming measures. The goal of the recommendations will be to fill in network gaps and increase walking and bicycle access, but also create low-stress routes that are comfortable, safe, efficient and accessible for all user levels.

Transit Connections: We will also evaluate long-range transit plans to better connect the Town to Denver and Aurora (e.g. VanGo, RTD) and the I-70 corridor including commuter park and ride lots and Bustang bus service.

Implementation Timeline: Recommendations will be screened for feasibility and prioritized on safety/operational benefit, construction cost, lead agency (e.g. Town, County, State, and/or Developer), right-of-way needs, environmental impact and implementation timeline (short-term, mid-term and long-term). Key triggers such as new development-generated site trips, population growth will be included.

Funding and Programming: Funding sources/responsibilities for projects can often be an obstacle to implementation, we will work with the Town to identify potential funding sources beyond local CIP funds. There are several state/federal grant programs (HSIP, TAP, SRTS, RAISE, ROUTES, Recreational Trails, etc.) that offer monetary support for implementing the recommended improvements in the comprehensive transportation plan. The Mead & Hunt team has a proven approach to identify grant programs that fit a project's funding needs and then analyze, assemble, and submit a competitive grant application package. We have been successful in helping our clients to win and/or manage over \$75 million in grants from FHWA (which is giving increasing emphasis to projects in rural areas), Transportation Alternatives Program and other sources. In addition, other funding sources such as development Impact Fees, State and County CIP funds, municipal bonds, development districts and other sources will be evaluated.

Cost Estimates: Planning level construction cost estimates will be prepared for each proposed roadway and multimodal improvement using the latest industry and CDOT unit cost estimating guidance.

Draft Master Transportation Plan: Mead & Hunt will compile project data including all memoranda, travel model and traffic operations analyses, recommendations, concepts and cost estimates and prepare a Draft Master Transportation Plan that includes all graphics, tables, figures and traffic count reports. The report will set a schedule for the next steps to implement the project and incorporate all public input into an appendix. The report will be provided in hard and soft copy and professionally formatted for external release.

TASK 4 DELIVERABLES:

- Draft proposed street cross-sections, street classification and right-of-way widths for Town Standards and Specification for widening of existing roadway and construction of new roadways
- Draft summary matrix of recommended future transportation network by facility and mode with, responsible parties, cost and timeline
- Draft Map and GIS layers identifying recommended roadway, traffic control, pedestrian and bicycle infrastructure and transit stops and routes
- Five (5) copies (plus an electronic version) of Draft Master Transportation Plan

Task 5: Final Report and Plan

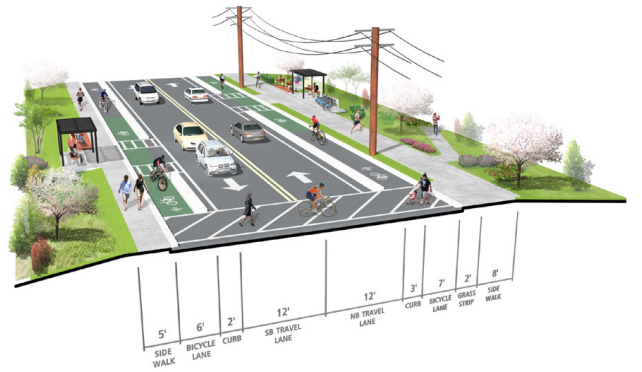
At the end of this project, the Town will have a viable, action-oriented plan for sustained mobility and improvements to shape the future transportation network. The plan will include a Vision and Goals for the Town's transportation system, specific performance measures, existing conditions summary, future travel forecasts, list of capital improvements with estimated construction costs, proposed roadway cross-sections and right-of-way widths for the Town's Standards and Specifications, project sequencing and phasing. Coordinating the timing of transportation improvements with development approvals will be a critical focus.

Final Master Transportation Plan: Mead & Hunt will address all comments from the Board workshop and prepare a Final Master Transportation Plan, includ-

ing all graphics, tables, figures and traffic count reports. The report will be provided in hard and soft copy and professionally formatted for external release.

TASK 5 DELIVERABLES:

- Final proposed street cross-sections, illustrative renderings and right-of-way widths for Town Standards and Specification for widening of existing roadway and construction of new roadways
- Final matrix of recommendations future transportation network by facility and mode with, responsible parties, cost and timeline
- Draft Map and GIS layers identifying recommended roadway, traffic control, pedestrian and bicycle infrastructure and transit stops and routes
- Five copies of Final Plan and PowerPoint Presentation
- Board presentation for Master Transportation Plan adoption (included in Task 1)



COMPLETE STREET TYPICAL SECTION RENDERING

PROJECT DESCRIPTIONS AND REFERENCES

ON-CALL TRANSPORTATION PLANNING/TRAFFIC ENGINEERING	
Reference Name/Title:	Barney Quinn, PE, Town Engineer
Phone Number/Email:	301-829-1424; bquinn@mountairymd.org
Scope of Work:	Mead & Hunt provided on-call traffic engineering and development review including corridor studies, business district parking studies, traffic impact study scoping and review, traffic operations analysis, adequate public facilities ordinance policy, traffic mitigation needs, traffic safety, traffic modeling and simulation and pedestrian and bicycle/trails network planning.
CITYWIDE TRANSPORTATION AND MOBILITY PLAN	
Reference Name/Title:	Chloe Delhomme, AICP, Planner II
Phone Number/Email:	703-257-8235; cdelhomme@ci.manassas.va.us
Scope of Work:	Mead & Hunt developed the City's first transportation mobility plan. Our work efforts included field inventory and mapping of the current roadway, transit, walking and biking conditions/ infrastructure, identification of gaps and barriers, traffic operations analysis, traffic calming analysis, traffic forecasting/traffic impact analysis, traffic modeling and simulation, pedestrian and bicycle network planning, corridor studies, stakeholder, elected official and public outreach. We developed a customized GIS project online application to illustrate existing and future transportation conditions and recommendations.
CARROLL COUNTY TRANSPORTATION MASTER PLAN	
Reference Name/Title:	Bala Akundi, Principal Transportation Engineer
Phone Number/Email:	410-732-0500 ext. 1019; bakundi@baltometro.org
Scope of Work:	Mead & Hunt led the development of a county-wide transportation plan including existing conditions documentation, corridor analysis, review and incorporation of municipal land use plans, travel forecasting, identification of intersection and roadway capacity improvements, traffic safety and operation analysis of alternatives, stakeholder/public involvement and documentation.
COMPREHENSIVE TRANSPORTATION PLAN	
Reference Name/Title:	Andrew Nelson, Former MPO Supervisor
Phone Number/Email:	916-471-3329; anelson@cpsmr.us
Scope of Work:	Chuck Huffine managed the transportation elements of the plan update, participated in the public engagement process, plus prepared transportation plans for three adjacent towns.

PROJECT SCHEDULE AND FEE

Town of Bennett Transportation Master Plan Anticipated Schedule											
Task	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
1 Kick-Off/Coordination Meetings	■		■		■	■		■	■		■
1 Public Engagement			▲							▲	
3 Data Collection											
4 Existing Conditions Assessment											
5 Travel Demand Model											
6 Alternatives Development											
7 Alternatives Assessment											
8 Implementation Plan											
9 Final Plan/Board Presentation		●						●			● ▲

Legend: ● Town Board Presentation

▲ Submit Draft/Final Document

▲ Public Open House

■ Town Coordination Meeting

		Billing Rate	Project Manager	Sr. Planner/Engineer	Planner/Engineer	GIS Analyst	Task Subtotals
Task 1 Project Management, Public Outreach and Coordination							
1.1	Kickoff Meeting	2	2				4
1.2	Progress Meetings	8	8				16
1.3	Public Meetings/Outreach Activities	12	16	40	24		92
1.4	Town Board Workshops	4	4				8
1.5	Agency Coordination	4	6				10
1.6	Final Plan Presentation to Town Board	4	4				8
Hours		34	40	40	24		138
Subtotal Cost		\$6,120	\$6,400	\$4,400	\$2,040		\$18,960
Task 2 Existing Conditions							
2.1	Multimodal Inventory	2		16	24		42
2.2	Data Compilation	2	4	12	24		42
2.3	Previous Plan and Study Review	2		4			6
2.4	Crash Assessment	2		2	8		12
2.5	Synchro Model/Operational Analysis	2	4	16			22
2.6	Existing Needs Assessment	4	6	12	8		30
2.7	Technical Memorandum	2	8	4	4		18
Hours		16	22	66	68		172
Subtotal Cost		\$2,880	\$3,520	\$7,260	\$5,780		\$19,440
Task 3 Future Travel Demand and Transportation Needs							
3.1	Travel Forecasting	4	16	40	24		84
3.2	Future Traffic Volumes and Traffic Analysis	4	16	24	16		60
3.3	Future Operational Analysis	2	4	16	8		30
Hours		10	36	80	48		174
Subtotal Cost		\$1,800	\$5,760	\$8,800	\$4,080		\$20,440
Task 4 Transportation Alternatives and Draft Plan							
4.1	Future Needs Assessment	4	8	12			24
4.2	Multimodal Alternative Development	4	8	12			24
4.3	Improvement Evaluations/Screening	4	4	8	12		28
4.4	Cross Sections/ Street Classification	2	6	10	16		34
4.5	Cost Estimates	2	8	12	8		30
4.6	Implementation Plan/Funding	4	4	12			20
4.7	Draft Transportation Master Plan	4	12	16	24		56
Hours		24	50	82	60		216
Subtotal Cost		\$4,320	\$8,000	\$9,020	\$5,100		\$26,440
Task 5 Final Report and Plan							
5.1	Final Roadway Cross Sections	4	6	12	12		34
5.2	Final Transportation Master Plan	8	12	16	24		60
Hours		12	18	28	36		94
Subtotal Cost		\$2,160	\$2,880	\$3,080	\$3,060		\$11,180
Total Hours		96	166	296	236		794
Total Labor Dollars		\$17,280	\$26,560	\$32,560	\$20,060		\$96,460
DIRECT EXPENSES	Mileage/Misc.						\$250
	Printing						\$200
	Traffic Counts						\$3,000
	Total Direct Expenses						\$3,450
Total Dollars		\$17,280	\$26,560	\$32,560	\$20,060		\$99,900

PRICING FORM

I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	EA	Project Management, Public Outreach and Coordination	\$18,960	\$0.00
2	1	EA	Existing Conditions	\$19,440	\$0.00
3	1	EA	Future Travel Demand and Transportation Needs	\$20,440	\$0.00
4	1	EA	Transportation Alternatives and Draft Plan	\$26,440	\$0.00
5	1	EA	Final Report and Plan	\$11,180	\$0.00
6	1	EA	Direct Expenses	\$3,450	\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
Total				\$99,900	\$0.00

Not to Exceed Total: Ninety Nine Thousand and Nine Hundered Dollars

SUBMISSION FORM

SUBMISSION: It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett
ATTN: Purchasing
207 Muegge Way
Bennett, CO 80102

Attn: Trish Stiles
Master Transportation Plan
RFP: 21-007

Does your proposal comply with all the terms and conditions? If no, indicate exceptions

☒ YES / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions

☒ YES / NO

State percentage of prompt payment discount, if offered

1 %

State total bid price (include all items bid)

\$99,900

State total bid price with discount

\$98,901

The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.

SUBSTITUTE FORM W-9

Vendor# _____

REQUEST FOR TAXPAYER**IDENTIFICATION NUMBER AND CERTIFICATION**

(A copy of the W-9 instructions is available upon request)

1 NAME OF FIRM:

Mead & Hunt, Inc.

NAME (Legal Name)

BUSINESS NAME (If different from above e.g. DBA)

2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED

(if different from above):

Mead & Hunt, Inc.

NAME (As it appears on invoice)

1743 Wazee Street, Suite 400

ADDRESS

Denver, CO 80202

CITY, STATE, ZIP

3. PAY TO OR REMITTANCE INFORMATION

(If more than one remit to address, please attach on additional page.)

2440 Deming Way

STREET ADDRESS

Middleton, WI 53562

CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax (303) 644-4125
By mail Town of Bennett
ATTN: Danette Ruvalcaba
207 Muegge Way
Bennett, CO 80102

TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number _____

OR

Federal Identification Number

39 - 0793822Name of Business Owner (please print) Andrew Platz

Check Appropriate Box:

☒ Corporation☐ Partnership☐ Government☐ Individual/Sole Prop☐ Non-Profit Organization☐

Other

(Must explain)

CERTIFICATION

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Tax Identification Number, and
- (2) I am not subject to backup withholding.
- (3) I am a US person (including a US resident alien)

Signature

Date 9/1/2021Print Name Paul Silberman, Department Manager

Telephone Number (410) 370-8955

**NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF BENNETT UNTIL
YOUR TAX PAYER ID NUMBER IS ON FILE IN THIS OFFICE!**

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships:For Corporation:

☐ Merchandise Only☐ Services☐ Attorney☐ Employee expense reimbursement☐ Contract Labor☐ Non Attorney☐ Garnishment / Child Support☐ Other (Explain)☐ Damage awards & other reimb☐ Sale of Land

Approved:

Town Administrator_____
Date

Suggested Motion

I move to authorize the Town Administrator to enter into a contract with Bohannan and Huston for the completion of a transportation master plan in the amount of \$99,865.

STAFF REPORT



TO: Mayor and Town of Bennett Board of Trustees
FROM: Taeler Houlberg, Assistant to the Town Administrator
DATE: September 28, 2021
SUBJECT: Recommended Updates to Chapters 1 and 2 of the Bennett Municipal Code

Background

The Bennett Municipal Code (Code) is a codification of all the ordinances for the Town of Bennett of a general and permanent nature. The Code provides an up-to-date codification that is organized, indexed and published for the use of the citizens and officers of the Town.

A full copy of the Code is published through Municipal Code Corporation (Municode) and can be found online at the link provided below as well as on the Town website and with the Clerk's Office.

https://library.municode.com/co/bennett/codes/municipal_code

As a part of the Clerk's Department Strategic Plan as well as direction from the Town Administrator and feedback from the Board, Town Staff will take an in depth look at the entire code during the next 18 months. Staff identified several outdated areas of the Code in need of update to align with current best practices, updates to state law and statute and modernization of the Code. To begin, Chapters 1 and 2 are the first to be reviewed, updated and brought to the Board for amendment.

Chapter 1 of the Code outlines general provisions including, but not limited to, meaning, scope, definitions, purpose, repeals, amendments, general penalty, violations, inspections and the seal of the Town of Bennett.

Chapter 2 of the Code outlines administration and personnel items including, but not limited to, elections, the Mayor and Board of Trustees, public meetings, ordinance approval and publication, Town officers and employees, public hearings, municipal court, police services, emergency protection, Town departments, fair housing, historic preservation, the Planning and Zoning Commission and the Board of Adjustment.

The recommended changes for Chapters 1 and 2 of the Code are attached as Ordinance 731-21 and were brought before the Board during Study Session on September 14, 2021.

Chapter 1 and 2 Recommended Updates

Below is a description of the recommended changes to Chapters 1 and 2.

Chapter 1

Chapter 1 includes several cleanup items in the proposed updates. Those items include:

- Updating the name of the publishing company to Municode;
- Adding language that the Code can be found online;
- Removing unnecessary references and dates;
- Fixing grammatical issues; and
- Assigning responsibilities to specific Town officers.

Proposed changes in the definitions section of Chapter 1:

- Removal of the definitions for “sidewalk” and “street”— defined later in the Code in more relevant sections; and
- The addition of the terms “Town Administrator” and “Town Clerk” as those terms are used throughout the Code.

Other proposed updates in Chapter 1 include:

In Section 1-3-80, Staff is recommending the removal of language that requires an “examination” of the Code and updating that to an “acceptance” of the Code. The language is not legally required and the Town Attorney suggests removing it. This section will also specify that the digital copy of the Code, as it is amended and adopted, shall be accepted in courts of law, administrative tribunals and all other concerns. The digital copy of the Code is current, easy to access and efficiently updated.

In Section 1-3-100, related to copies of the Code, Staff recommends updating to include language specifying that a complete and certified copy of the Code can be found online free of charge and that physical copies of the Code may be purchased from the Town Clerk. The ability to purchase a copy of the Code is required by statute.

Chapter 2

Similar to Chapter 1, Chapter 2 has a number of recommended cleanup items including:

- Updating titles for more accuracy;
- Correcting or clarifying references;
- Fixing grammatical issues;
- Removing unnecessary or redundant language;
- Adding clarifying language;
- Outlining that meeting notices can be posted on the Town website;
- Updating expectations for copies of minutes to be a digital format; and
- Reassigning specific roles and responsibilities.

Other proposed updates in Chapter 2 include:

Section 2-3-60 recommendations associated with the order of business for Board of Trustee meetings. These changes reflect the current outline for regular meetings. The recommended changes are:

- Adding and describing the consent agenda;
- Updating the title “petitions and communications” to “public comment;”
- Removing the unfinished business item;
- Updating the title of “new business” to “regular business;” and
- Changing the order in the agenda for staff/officer reports.

Section 2-5-70, recommends that a change be made to allow the Board of Trustees to assign Town Attorney duties to a Town Prosecutor should the need arise.

Section 2-6-40 discusses the hearing body's right to preserve order during a hearing. Currently, language is included in this section that allows for the ejection of any disorderly or obstreperous person that is interfering with proceedings. The Town Attorney suggests that this language be removed to avoid constitutional concerns.

Section 2-6-50 contains multiple recommended changes in regards to public hearings. First, Staff recommends that Section 2-6-50 titled "Deliberation and notice of decision" be removed in its entirety from the Code. This section currently allows the hearing body to deliberate upon issues presented at a hearing in a private, nonpublic session so long as the vote for the item is conducted in an open session and written copies of all decisions are provided to the parties involved. Upon consultation with the Town Attorney, Staff is recommending this section be removed and all deliberation be done in a public session.

Section 2-6-80 requires that oaths be administered to all parties or witnesses during quasi-judicial hearings and Staff is recommending this language be removed. Removing this language will more accurately reflect how the Town currently conducts public hearings.

Section 2-6-90 titled "Order of Procedure" is recommended to be deleted in its entirety. This section currently provides the procedural order by which all quasi-judicial hearings shall be conducted but is ultimately unnecessary and also restrictive. Staff and the Town Attorney recommend its removal.

Section 2-6-120 proposes added language that allows the Planning and Zoning Commission to authorize its secretary to set a date, time and place for public hearings without necessitating action by the Planning and Zoning Commission itself.

Article VII, the Bennett Municipal Court, Staff proposes changes including removing language that requires the Board of Trustees to appoint the Municipal Court Clerk and determine their salary, allowing sessions of Court to be canceled at the discretion of the Municipal Judge and Court Clerk and removing wording that requires the Court's Schedule of Fines and Penalties be attached as Appendix 2A to the Code. The current schedule of fines is available in the Clerk's Office and online at the Town website and no longer needs to be attached as an actual appendix to the Code.

Article X titled "Town Departments" is recommended in its entirety to be deleted from the Code. Article X lists descriptions and responsibilities of specific Town Departments or employees including the water department, street department, Park Director, Building Inspector and Director of Environment. This section is no longer all-encompassing of the Town's departments and officers and thus no longer relevant to how the Town currently operates since its change to the council-manager form of government. The Town Attorney advised that Article X is not necessary and may be confusing. All department and staff responsibilities are outlined in the job descriptions associated with each Town officer position.

Article XI titled "Fair Housing" is proposed to be deleted from the Code. Investigations on unfair housing practices are done at the State level through the Colorado Civil Rights Division so it is unnecessary to include these provisions at the municipal level.

Article XIII "Planning and Zoning Commission" contains several recommendations for changes including:

- Removing language that the abbreviated version of the Planning and Zoning Commission be "Planning Commission;"
- Allowing flexibility for the number of residents appointed to the Commission with five (5) becoming the minimum number instead of seven (7);
- Additional language also specifying there can be no more than seven (7) Commissioners and that a quorum shall consist of a majority of members;
- Removing the requirement that bylaws and rules of procedure for the Commission be approved by the Board of Trustees. This provision is not necessary per statute; and
- Incorporation of the Board of Adjustment (BOA) into the Commission's responsibilities. Over the past few years, the Town has experienced difficulty filling all of the vacant seats on both the Commission and the BOA. By having the Commission serve as both appointed bodies, the Town can fill vacancies more efficiently and more easily guarantee a quorum at meetings. The appointed members will act in the capacity of either the Commission or the BOA based on what has been referred for review. For example, when a variance is brought forward, the Commission will make a determination serving as the BOA; when a resolution for the recommendation of a final plat is brought forward, the Commission will make a determination serving as the Commission. The proposed language for these changes is listed in Section 2-13-100. If approved, the Commission will begin serving as the BOA on January 1, 2022, and Article XIV titled "Board of Adjustment" will be repealed in its entirety.

Mayor, Trustee and Commissioner Compensation

Section 2-2-100 of the Code outlines compensation for the Mayor and Board of Trustees. Likewise, Section 2-13-90 outlines compensation for the Planning and Zoning Commission. The current sections of the Code associated with compensation are provided below for reference.

Sec. 2-2-100. - Compensation.

- (a) Commencing with terms of office beginning after April 5, 2016, the Mayor and each member of the Board of Trustees shall be compensated in the amount of one hundred dollars (\$100.00) per month for the Mayor and fifty dollars (\$50.00) per month for each Trustee.
- (b) For terms of office beginning prior to April 5, 2016, the Mayor and each member of the Board of Trustees shall be compensated in the amount of forty-eight dollars (\$48.00) per month for the Mayor and twenty-five dollars (\$25.00) per month for each Trustee.

Sec. 2-13-90. - Compensation.

Members of the Planning and Zoning Commission shall be compensated in the amount of twenty-five dollars (\$25.00) per month.

Staff awaits direction from the Town Board on any recommended changes for these sections. If the Board chooses to update or change the compensation associated with the aforementioned positions, a version of Ordinance 731-21 with changes to the compensation sections has also been included in the packet.

Should a change in compensation for the Board of Trustees be approved, those changes will commence with terms of office beginning after April 6, 2022 and April 3, 2024. Changes to the compensation for the Planning and Zoning Commission will begin on January 1, 2022.

Staff Recommendation

Staff recommends the Board of Trustees approve Ordinance 731-21, which would amend Chapters 1 and 2 of the Bennett Municipal Code regarding General Provisions and Administration and Personnel.

Attachments

1. Draft Ordinance 731-21
2. Draft Ordinance 731-21 with Compensation Sections

ORDINANCE NO. 731-21

AN ORDINANCE AMENDING CHAPTERS 1 AND 2 OF THE BENNETT MUNICIPAL CODE REGARDING GENERAL PROVISIONS AND ADMINISTRATION AND PERSONNEL

WHEREAS, the Board of Trustees of the Town of Bennett (the “Town”) previously adopted Chapters 1 and 2 of the Bennett Municipal Code, which sets forth general provisions and requirements related to administration and personnel; and

WHEREAS, the Board of Trustees desires to amend Chapters 1 and 2 of Bennett Municipal Code regarding general provisions and administration and personnel; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO, AS FOLLOWS:

Section 1. Section 1-1-10 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 1-1-10. - Adoption of Code.

The published code known as the Bennett Municipal Code, published by Municipal Code Corporation (Municode) Colorado Code Publishing Company, a copy of which can be found online at the Town website and of which one (1) copy is now on file in the office of the Town Clerk and may be inspected during regular business hours, is enacted and adopted by reference as a primary code and incorporated herein as if set out at length. This primary code has been promulgated by the Town of Bennett, Colorado, as a codification of all the ordinances of the Town of Bennett of a general and permanent nature ~~through Ordinance 526, 2005~~, for the purpose of providing an up-to-date code of ordinances, properly organized and indexed, in published form for the use of the citizens and officers of the Town.

Section 2. Section 1-2-10 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 1-2-10. - Definitions.

The following words and phrases, whenever used in the ordinances of the Town and/or any codification of the same, shall be construed as defined in this Section, unless a different meaning is intended from the context or unless a different meaning is specifically defined and more particularly directed to the use of such words or phrases:

Board of Trustees means the Board of Trustees of the Town of Bennett.

Code means the Bennett Municipal Code as published and subsequently amended, unless the context requires otherwise.

County means Adams County and/or Arapahoe County, Colorado, as applicable.

C.R.S. means the Colorado Revised Statutes, including all amendments thereto.

Day means the period of time between any midnight and the midnight following.

Daytime means the period of time between sunrise and sunset. *Nighttime* means the period of time between sunset and sunrise.

Law denotes applicable federal law, the Constitution and statutes of the State of Colorado, the ordinances of the Town and, when appropriate, any and all rules and regulations which may be promulgated thereunder.

May is permissive.

Misdemeanor means and is to be construed as meaning violation and is not intended to mean crime or criminal conduct.

Month means a calendar month.

Oath shall be construed to include an affirmation or declaration in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words swear and sworn shall be equivalent to the words affirm and affirmed.

Ordinance means a law of the Town; provided that a temporary or special law, administrative action, order or directive may be in the form of a resolution.

Owner, applied to a building, land, motorized vehicle, animal or other real or personal property, includes any part owner, joint owner, tenant in common, joint tenant or tenant by the entirety or any other person with a possessory interest in the whole or a part of said building, land, motor vehicle, animal or other real or personal property.

Person means a natural person, joint venture, joint stock company, partnership, association, club, company, firm, corporation, business, trust, limited liability company or other organization, or the manager, lessee, agent, servant, officer, member or employee of any of them.

Personal property includes money, goods, chattels, things in action and evidences of debt.

Preceding and following mean next before and next after, respectively.

Property includes real and personal property.

Real property includes lands, tenements and hereditaments.

Shall and must are both mandatory.

~~Sidewalk means that portion of a street between the curbline and the adjacent property line, intended for the use of pedestrians.~~

State means the State of Colorado.

~~*Street* includes any public way, highway, street, avenue, boulevard, parkway, lane, alley, court, place, square, curb or other public thoroughfare in the Town which has been or may hereafter be dedicated and open to public use, or such other public property so designated by any state law.~~

Tenant and occupant, applied to a building or land, includes any person who occupies all or a part of such building or land, whether alone or with others.

Town means the Town of Bennett, Colorado, or the area within the territorial limits of the Town of Bennett, Colorado, and such territory outside of the Town over which the Town has jurisdiction or control by virtue of any constitutional or statutory provision.

Town Administrator means the Town Administrator of the Town of Bennett or that person's designee.

Town Clerk means the appointed Town Clerk of the Town of Bennett or that person's designee.

Written includes printed, typewritten, mimeographed, multigraphed or otherwise reproduced in permanent visible form.

Year means a calendar year, unless otherwise expressed.

Section 3. Section 1-3-40 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 1-3-40. - Purpose of Code.

The provisions of this Code, and all proceedings under them, are to be construed with a view to achieve~~effect~~ their objectives and to promote justice.

Section 4. Section 1-3-50 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 1-3-50. - Repeal of ordinances.

The repeal of any provision of this Code shall not affect any right which has accrued, any duty imposed, any penalty incurred, nor any action or proceedings as commenced under

or by virtue of the provision repealed, nor the tenure of an office of any person holding office at the time when such appeal shall take effect. The repeal of any provision of this Code shall not revive any provision or any ordinance theretofore repealed or superseded ~~supereeded~~.

Section 5. Section 1-3-70(b) of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 1-3-70. - Supplementation of Code.

(b) It shall be the duty of the Town Clerk, or someone authorized and directed by the Town Administrator ~~Town Clerk~~, to keep up to date ~~the one (1) a~~ a certified copy of ~~the book containing~~ this Code ~~required to be filed in the office of the Town Clerk~~ for the use of the public.

Section 6. Section 1-3-80 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 1-3-80. – Acceptance ~~Examination~~ of Code.

~~The Mayor, Town Clerk and Town Attorney shall carefully examine at least one (1) copy of this Code to see that it is a true and correct copy of this Code. Similarly, after each supplement has been prepared, printed and inserted in this Code, the Mayor, Town Clerk and Town Attorney shall carefully examine at least one (1) copy of this Code as supplemented.~~ The digital copy of this Code as originally adopted or amended shall constitute the permanent and general ordinances of the Town and shall be so accepted by the courts of law, administrative tribunals and all others concerned.

Section 7. Section 1-3-100 of the Bennett Municipal Code is hereby repealed in its entirety and replaced with a new Section 1-3-100 to read as follows:

Sec. 1-3-100. – Copies of Code

A complete and certified copy of this Code shall be kept online at the Town website and accessible free of charge. Copies of this Code book may also be purchased from the Town Clerk.

Section 8. Section 1-4-20(d) of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 1-4-20. - General penalty for violation.

(d) All penalties in codes adopted by reference in this Code are hereby superseded ~~supereeded~~ by this Section

Section 9. Section 2-1-10 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-1-10. - Conduct of elections.

All elections shall be held and conducted in accordance with ~~the Colorado Municipal Election Code of 1965~~ Colorado Revised Statutes Title 31, Article 10 - Municipal Election Code, as amended. The Town may by ordinance or resolution determine to follow all or part of the provisions of the Uniform Election Code for any election.

Section 10. Section 2-3-20 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-3-20. - Special meetings.

(a) The Mayor or any Trustee may convene the Board of Trustees at any time. Notice of a special meeting shall be posted in the Town Hall and/or on the Town website at least twenty-four (24) hours in advance of such meeting.

(b) The Board of Trustees at any duly convened meeting may, by majority vote, call a special meeting for a future date. Notice of such meeting shall be given to any member of the Board of Trustees not in attendance and shall be posted in the Town Hall and/or on the Town website at least twenty-four (24) hours in advance of such meeting.

(c) Should the Board of Trustees convene for a special meeting pursuant to a request of an interested party for the purpose of accommodating time constraints of said interested party, the Board of Trustees may, in its discretion, assess fees for the special meeting against the interested party. ~~The Board of Trustees may from time to time by resolution adopt a schedule of fees which may be assessed for special meetings.~~ Said fees shall reasonably compensate the staff of the Town and the Town Attorney for time spent in preparation for attendance at special meetings and shall be set forth in the Town of Bennett Schedule of Fees.

Section 11. Section 2-3-40 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-3-40. - Conduct of meetings.

The Board of Trustees shall have the authority to adopt ~~from time to time~~ rules of procedure for the conduct of its meetings. Meetings of the Board of Trustees shall be conducted by the Mayor.

Section 12. Section 2-3-50 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-3-50. - ~~Agenda.~~ Meeting minutes.

Each Trustee and the Mayor will be furnished a digital copy of the minutes of the last preceding meeting, prior to the Board of Trustees' meeting and as far in advance of the meeting as time for preparation will permit. In addition to the above, digital copies of the minutes shall be made available to electors on the Town website. ~~four (4) copies of these minutes shall be prepared and made available for any registered electors who are in attendance at the meeting. These copies shall be made available as handouts and may be reviewed by those present, prior to their approval.~~

Section 13. Sections 2-3-60(4) - (7) of the Bennett Municipal Code are hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-3-60. - Order of business.

(4) Consent agenda. Items that are considered routine by the Town Administrator may be placed on the consent agenda and approved, adopted or accepted by motion of the Board of Trustees and vote unless the Mayor or a Trustee specifically requests that such item be considered under Regular Business.

~~(4)(5) Public comment. Petitions—and—communications.—Petitions, communications and Public comments or suggestions from citizens on items not scheduled for a public hearing present~~ shall be heard by the Board of Trustees. All such remarks shall be addressed to the Board of Trustees as a whole, and not to any member thereof. Such remarks shall be limited to a reasonable time and such determination will be at the discretion of the presiding officer. No person other than the individual speaking shall enter into the discussion without the permission of the presiding officer.

~~(5)—Unfinished business. The Board of Trustees shall consider any business that has been previously considered and which is still unfinished.~~

~~(6)—Report of officers. The Town officials and/or committees shall present such reports as may be required by the Board of Trustees.~~

~~(6) (7) New Regular business.~~ The Board of Trustees shall consider any regular business not heretofore considered, including the introduction and adoption of ordinances and resolutions.

(7) Report of officers. The Town officials and/or committees shall present such reports as may be required by the Board of Trustees.

Section 14. Section 2-5-70(b)(2) of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined):

Sec. 2-5-70. - Town Attorney.

(b) The Town Attorney shall perform the following duties:

- (2) Prosecute or oversee the prosecution of ordinance violations, conduct for the Town cases in Municipal Court, and file with the Town Clerk copies of such records and files relating thereto, except the Board of Trustees may assign these duties to a Town Prosecutor who shall serve at the pleasure of the Board.

Section 15. Section 2-6-30 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-6-30. - Public notice.

Public notice of the date, time and place of the public hearing shall be given in the manner provided by this Code or state statute. ~~In the absence of provisions specifically delineating the manner in which public notice is to be given, notice of the date, time, place and purpose of the hearing to be held shall be published once in a generally circulated publication in the Town not less than ten (10) days prior to the date of said hearing.~~

Section 16. Section 2-6-40 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-6-40. - Preserving order.

Each hearing body shall have the right to preserve order during the hearing ~~and to take such steps, including the ejection of any disorderly or obstreperous person interfering with the proceedings as may be necessary,~~ and the hearing body may, prior to any presentations and as a condition to the taking of testimony or information from any person, require the registration of all persons desiring to be heard during the hearings. It may restrict the testimony of any person to the material issues pending before it and, to prevent duplicative or cumulative presentations, it may impose reasonable time restrictions on any person.

Section 17. Section 2-6-50 of the Bennett Municipal Code titled “Deliberation and notice of decision” is hereby deleted in its entirety.

Section 18. Section 2-6-80 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-6-80. - Rights of participants.

All quasi-judicial hearings shall be conducted under procedures designed to ensure all interested parties due process of law and shall, in all cases, provide for the following:

- ~~(1) The administration of oaths to all parties or witnesses who appear for the purpose of testifying upon factual matters.~~

- (2) ~~(1)~~ The cross-examination, upon request, of all witnesses by the interested parties.
- ~~(3)~~ ~~(2)~~ The stenographic, or other verbatim, such as tape-recorded, reproduction of all testimony presented in the hearing, or an adequate summary of such testimony.
- ~~(4)~~ ~~(3)~~ A clear decision by the hearing body which shall set forth the factual basis and reasons for the decision rendered.

Section 19. Section 2-6-90 of the Bennett Municipal Code titled “Order of procedure” is hereby deleted in its entirety.

Section 20. Section 2-6-120 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-6-120. - Planning and zoning hearing.

When a request is received for platting, replatting, zoning, a zoning change or a zoning variance, the request shall be given to the chair of the Planning and Zoning Commission. The Planning and Zoning Commission shall then promptly schedule a public hearing to review the request; provided, however, that the Planning and Zoning Commission may authorize its secretary to set a date, time and place for hearing upon receipt of such instrument without the necessity for action by the Planning and Zoning Commission. The requirements for planning and zoning hearings as outlined in state statutes and this Code shall be followed.

Section 21. Section 2-7-20 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-7-20. - Jurisdiction and powers.

The Municipal Court shall have original jurisdiction of all cases arising under the ordinances of the Town, with full power to carry the same into effect and to punish violations thereof by the imposition of such fines and penalties as are prescribed by law, ordinances or court rule. The Municipal Court shall have the power to compel the attendance of witnesses and to punish for contempt of court by a fine or a jail sentence, or both, and shall have all the powers incident to a court of record in relation to the same. It shall have the power to enforce subpoenas issued by any board, commission, hearing officer or other body or officer of the Town authorized by law or ordinance to issue subpoenas.

Section 22. Section 2-7-70(a) of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-7-70. - Court Clerk.

(a) The position of Municipal Court Clerk is hereby established. ~~The Board of Trustees may appoint a person to serve as Municipal Court Clerk and such assistants as may be necessary to carry out efficiently the business of the Municipal Court. The Municipal Court Clerk and assistants shall receive such salary as the Board of Trustees may decide.~~ The Municipal Court Clerk and assistants shall have the powers and duties as designated by law, by court rule or by the presiding Municipal Judge.

Section 23. Section 2-7-80(a) of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-7-80. - Sessions.

(a) There shall be regular sessions of Municipal Court for the arraignment of defendants, the trial of cases and such other matters and proceedings as the business of the Municipal Court may require. Such sessions shall be conducted no less frequently than once per month and shall be open to the public. Sessions may be canceled at the discretion of the Municipal Judge and Municipal Court Clerk.

Section 24. Section 2-7-180 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-7-180. - Penalties and violations.

~~(a) — Any person who violates any of the specific Code provisions or ordinances listed in Appendix 2-A to this Chapter shall, upon conviction, or a plea of guilty or no contest, be fined in a sum of not less than the amounts set forth in the schedule of fines and penalties listed in Appendix 2-A to this Chapter.~~

~~(b)~~(a) Pursuant to Colorado Municipal Court Rules of Procedure Rule 210(b)(4) and Section 1701 of the Model Traffic Code for Colorado Municipalities, the Municipal Court is authorized to adopt a schedule of fines for violations ~~of Chapter 8~~ of this Code.

~~(c)~~(b) Unless otherwise provided in this Code, any person who is convicted of or pleads guilty or no contest to a violation of any such provision of this Code or other ordinance, resolution or rule of the Town, whether now in existence or hereinafter enacted, shall be punished by a fine of not more than the maximum fine set forth in Section 1-4-20 of this Code.

Section 25. Section 2-9-10 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-9-10. - Purpose.

The Town will ~~from time to time~~ in the future, in all probability, have within its corporate limits fire, flood, civil disturbances and riots; therefore, it is deemed in the best

interest of the Town to exercise certain emergency police powers necessary to and incidental to the maintenance of the safety, health and welfare of the citizens of the Town.

Section 26. Chapter 2, Article X of the Bennett Municipal Code titled “Town Departments” is hereby deleted in its entirety.

Section 27. Chapter 2, Article XI of the Bennett Municipal Code titled “Fair Housing” is hereby deleted in its entirety.

Section 28. Section 2-12-100 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-12-100. - Notification of intent to alter designated historic landmark.

Any owner filing an application for designation of a site shall, as a part of the application, agree that any time after a site is designated as an historic site, the owner shall notify the Town Administrator ~~Town Clerk~~ of the owner's intention to alter, demolish, move or remove the site and provide plans for the work at least thirty (30) days prior to beginning such work. This notification requirement shall run with the land and shall bind successors and assigns. The Town Administrator ~~Town Clerk~~ shall, upon receipt, forward the notification and plans to the Commission for review. The Commission shall review the plans and may advise the owner on the potential effect of the plans on the historic designation. The Commission may forward a recommendation to the Board of Trustees that, based on the plans, the historic designation be modified or revoked.

Section 29. Section 2-13-10 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-13-10. - Planning and Zoning Commission.

A Planning and Zoning Commission, ~~which shall also be known as the Planning Commission~~, for the Town is hereby established, which shall consist of no less than five (5) ~~seven (7)~~ members and no more than seven (7) members who shall be appointed by the Board of Trustees, and who shall be residents of the Town.

Section 30. Section 2-13-60 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-13-60. - Quorum.

A quorum of the Planning and Zoning Commission shall be a majority of four ~~(4)~~ members.

Section 31. Section 2-13-70 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-13-70. – Bylaws; Rules of procedure.

The Planning and Zoning Commission shall adopt bylaws and rules of procedure that are consistent with this Code, ~~subject to approval by the Board of Trustees.~~

Section 32. Effective January 1, 2022, Chapter 2, Article XIII of the Bennett Municipal Code is hereby amended by the addition of a new Section 2-13-100 to read as follows:

Sec. 2-13-100. – Board of Adjustment.

(a) The Planning and Zoning Commission shall serve as the Board of Adjustment.

(b) The Board of Adjustment shall have the following powers and duties, all of which shall be subject to and in compliance with state law and in harmony with the purpose and intent of this Code and with the most appropriate development of the neighborhood:

(1) To hear and decide appeals from and review any order, requirement, decision or determination made by an administrative official charged with enforcement of the provisions of Chapter 16 of this Code.

(2) To hear and decide all matters referred to it or upon which it is required to pass under Chapter 16 of this Code.

(3) To authorize variances from the terms of Chapter 16, subject to the criteria set forth in Section 16-2-370 of this Code.

(4) To perform each and all of the duties specified in Section 31-23-307, C.R.S., together with all other duties and authority which may hereafter be conferred on it by State law.

(c) The concurring vote of a majority of the Board of Adjustment shall be necessary to reverse an order, requirement, decision or determination of any administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under Chapter 16 of this Code, or grant any variance.

(d) The Planning and Zoning Commission shall adopt bylaws and rules of procedure for the Board of Adjustment that are consistent with this Code.

Section 33. Effective January 1, 2022, Chapter 2, Article XIV of the Bennett Municipal Code titled “Board of Adjustment” is hereby repealed in its entirety. Commencing on such date, the Planning and Zoning Commission shall act as the Board of Adjustment as outlined in this ordinance.

Section 34. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 35. The repeal or modification of any provision of the Municipal Code of the Town of Bennett by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 36. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, READ AND ADOPTED THIS 28TH DAY OF SEPTEMBER
2021.**

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

ORDINANCE NO. 731-21

AN ORDINANCE AMENDING CHAPTERS 1 AND 2 OF THE BENNETT MUNICIPAL CODE REGARDING GENERAL PROVISIONS AND ADMINISTRATION AND PERSONNEL

WHEREAS, the Board of Trustees of the Town of Bennett (the “Town”) previously adopted Chapters 1 and 2 of the Bennett Municipal Code, which sets forth general provisions and requirements related to administration and personnel; and

WHEREAS, the Board of Trustees desires to amend Chapters 1 and 2 of Bennett Municipal Code regarding general provisions and administration and personnel; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO, AS FOLLOWS:

Section 1. Section 1-1-10 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 1-1-10. - Adoption of Code.

The published code known as the Bennett Municipal Code, published by Municipal Code Corporation (Municode) Colorado Code Publishing Company, a copy of which can be found online at the Town website and of which one (1) copy is now on file in the office of the Town Clerk and may be inspected during regular business hours, is enacted and adopted by reference as a primary code and incorporated herein as if set out at length. This primary code has been promulgated by the Town of Bennett, Colorado, as a codification of all the ordinances of the Town of Bennett of a general and permanent nature ~~through Ordinance 526, 2005~~, for the purpose of providing an up-to-date code of ordinances, properly organized and indexed, in published form for the use of the citizens and officers of the Town.

Section 2. Section 1-2-10 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 1-2-10. - Definitions.

The following words and phrases, whenever used in the ordinances of the Town and/or any codification of the same, shall be construed as defined in this Section, unless a different meaning is intended from the context or unless a different meaning is specifically defined and more particularly directed to the use of such words or phrases:

Board of Trustees means the Board of Trustees of the Town of Bennett.

Code means the Bennett Municipal Code as published and subsequently amended, unless the context requires otherwise.

County means Adams County and/or Arapahoe County, Colorado, as applicable.

C.R.S. means the Colorado Revised Statutes, including all amendments thereto.

Day means the period of time between any midnight and the midnight following.

Daytime means the period of time between sunrise and sunset. *Nighttime* means the period of time between sunset and sunrise.

Law denotes applicable federal law, the Constitution and statutes of the State of Colorado, the ordinances of the Town and, when appropriate, any and all rules and regulations which may be promulgated thereunder.

May is permissive.

Misdemeanor means and is to be construed as meaning violation and is not intended to mean crime or criminal conduct.

Month means a calendar month.

Oath shall be construed to include an affirmation or declaration in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words swear and sworn shall be equivalent to the words affirm and affirmed.

Ordinance means a law of the Town; provided that a temporary or special law, administrative action, order or directive may be in the form of a resolution.

Owner, applied to a building, land, motorized vehicle, animal or other real or personal property, includes any part owner, joint owner, tenant in common, joint tenant or tenant by the entirety or any other person with a possessory interest in the whole or a part of said building, land, motor vehicle, animal or other real or personal property.

Person means a natural person, joint venture, joint stock company, partnership, association, club, company, firm, corporation, business, trust, limited liability company or other organization, or the manager, lessee, agent, servant, officer, member or employee of any of them.

Personal property includes money, goods, chattels, things in action and evidences of debt.

Preceding and following mean next before and next after, respectively.

Property includes real and personal property.

Real property includes lands, tenements and hereditaments.

Shall and must are both mandatory.

~~Sidewalk means that portion of a street between the curbline and the adjacent property line, intended for the use of pedestrians.~~

State means the State of Colorado.

~~*Street* includes any public way, highway, street, avenue, boulevard, parkway, lane, alley, court, place, square, curb or other public thoroughfare in the Town which has been or may hereafter be dedicated and open to public use, or such other public property so designated by any state law.~~

Tenant and occupant, applied to a building or land, includes any person who occupies all or a part of such building or land, whether alone or with others.

Town means the Town of Bennett, Colorado, or the area within the territorial limits of the Town of Bennett, Colorado, and such territory outside of the Town over which the Town has jurisdiction or control by virtue of any constitutional or statutory provision.

Town Administrator means the Town Administrator of the Town of Bennett or that person's designee.

Town Clerk means the appointed Town Clerk of the Town of Bennett or that person's designee.

Written includes printed, typewritten, mimeographed, multigraphed or otherwise reproduced in permanent visible form.

Year means a calendar year, unless otherwise expressed.

Section 3. Section 1-3-40 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 1-3-40. - Purpose of Code.

The provisions of this Code, and all proceedings under them, are to be construed with a view to achieve~~effect~~ their objectives and to promote justice.

Section 4. Section 1-3-50 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 1-3-50. - Repeal of ordinances.

The repeal of any provision of this Code shall not affect any right which has accrued, any duty imposed, any penalty incurred, nor any action or proceedings as commenced under

or by virtue of the provision repealed, nor the tenure of an office of any person holding office at the time when such appeal shall take effect. The repeal of any provision of this Code shall not revive any provision or any ordinance theretofore repealed or superseded ~~supereeded~~.

Section 5. Section 1-3-70(b) of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 1-3-70. - Supplementation of Code.

(b) It shall be the duty of the Town Clerk, or someone authorized and directed by the Town Administrator ~~Town Clerk~~, to keep up to date ~~the one (1) a~~ a certified copy of ~~the book containing~~ this Code ~~required to be filed in the office of the Town Clerk~~ for the use of the public.

Section 6. Section 1-3-80 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 1-3-80. – Acceptance ~~Examination~~ of Code.

~~The Mayor, Town Clerk and Town Attorney shall carefully examine at least one (1) copy of this Code to see that it is a true and correct copy of this Code. Similarly, after each supplement has been prepared, printed and inserted in this Code, the Mayor, Town Clerk and Town Attorney shall carefully examine at least one (1) copy of this Code as supplemented.~~ The digital copy of this Code as originally adopted or amended shall constitute the permanent and general ordinances of the Town and shall be so accepted by the courts of law, administrative tribunals and all others concerned.

Section 7. Section 1-3-100 of the Bennett Municipal Code is hereby repealed in its entirety and replaced with a new Section 1-3-100 to read as follows:

Sec. 1-3-100. – Copies of Code

A complete and certified copy of this Code shall be kept online at the Town website and accessible free of charge. Copies of this Code book may also be purchased from the Town Clerk.

Section 8. Section 1-4-20(d) of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 1-4-20. - General penalty for violation.

(d) All penalties in codes adopted by reference in this Code are hereby superseded ~~supereeded~~ by this Section

Section 9. Section 2-1-10 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-1-10. - Conduct of elections.

All elections shall be held and conducted in accordance with ~~the Colorado Municipal Election Code of 1965~~ Colorado Revised Statutes Title 31, Article 10 - Municipal Election Code, as amended. The Town may by ordinance or resolution determine to follow all or part of the provisions of the Uniform Election Code for any election.

Section 10. Section 2-2-100 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-2-100. - Compensation.

(a) Commencing with terms of office beginning after April 6, 2022 ~~April 5, 2016~~, the Mayor and each member of the Board of Trustees shall be compensated in the amount of [insert compensation amount here] dollars (XXX.XX) ~~one hundred dollars (\$100.00)~~ per month for the Mayor and [insert compensation amount here] dollars (XXX.XX) ~~fifty dollars (\$50.00)~~ per month for each Trustee.

(b) For terms of office beginning prior to April 6, 2022 ~~April 5, 2016~~, the Mayor and each member of the Board of Trustees shall be compensated in the amount of one hundred dollars (\$100.00) ~~forty eight dollars (\$48.00)~~ per month for the Mayor and fifty dollars (\$50.00) ~~twenty five dollars (\$25.00)~~ per month for each Trustee.

Section 11. Section 2-3-20 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-3-20. - Special meetings.

(a) The Mayor or any Trustee may convene the Board of Trustees at any time. Notice of a special meeting shall be posted in the Town Hall and/or on the Town website at least twenty-four (24) hours in advance of such meeting.

(b) The Board of Trustees at any duly convened meeting may, by majority vote, call a special meeting for a future date. Notice of such meeting shall be given to any member of the Board of Trustees not in attendance and shall be posted in the Town Hall and/or on the Town website at least twenty-four (24) hours in advance of such meeting.

(c) Should the Board of Trustees convene for a special meeting pursuant to a request of an interested party for the purpose of accommodating time constraints of said interested party, the Board of Trustees may, in its discretion, assess fees for the special meeting against the interested party. ~~The Board of Trustees may from time to time by resolution adopt a schedule of fees which may be assessed for special meetings.~~ Said fees shall reasonably compensate the staff of the Town and the Town Attorney for time spent

in preparation for attendance at special meetings and shall be set forth in the Town of Bennett Schedule of Fees.

Section 12. Section 2-3-40 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-3-40. - Conduct of meetings.

The Board of Trustees shall have the authority to adopt ~~from time to time~~ rules of procedure for the conduct of its meetings. Meetings of the Board of Trustees shall be conducted by the Mayor.

Section 13. Section 2-3-50 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-3-50. - ~~Agenda.~~ Meeting minutes.

Each Trustee and the Mayor will be furnished a digital copy of the minutes of the last preceding meeting, prior to the Board of Trustees' meeting and as far in advance of the meeting as time for preparation will permit. In addition to the above, digital copies of the minutes shall be made available to electors on the Town website. ~~four (4) copies of these minutes shall be prepared and made available for any registered electors who are in attendance at the meeting. These copies shall be made available as handouts and may be reviewed by those present, prior to their approval.~~

Section 14. Sections 2-3-60(4) - (7) of the Bennett Municipal Code are hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-3-60. - Order of business.

(4) Consent agenda. Items that are considered routine by the Town Administrator may be placed on the consent agenda and approved, adopted or accepted by motion of the Board of Trustees and vote unless the Mayor or a Trustee specifically requests that such item be considered under Regular Business.

~~(4)(5)~~ Public comment. ~~Petitions—and—communications.—Petitions, communications and~~ Public comments or suggestions from citizens on items not scheduled for a public hearing ~~present~~ shall be heard by the Board of Trustees. All such remarks shall be addressed to the Board of Trustees as a whole, and not to any member thereof. Such remarks shall be limited to a reasonable time and such determination will be at the discretion of the presiding officer. No person other than the individual speaking shall enter into the discussion without the permission of the presiding officer.

~~(5)—Unfinished business. The Board of Trustees shall consider any business that has been previously considered and which is still unfinished.~~

~~(6)—Report of officers. The Town officials and/or committees shall present such~~

~~reports as may be required by the Board of Trustees.~~

(6) ~~(7)~~ New Regular business. The Board of Trustees shall consider ~~any regular business not heretofore considered~~, including the introduction and adoption of ordinances and resolutions.

(7) Report of officers. The Town officials and/or committees shall present such reports as may be required by the Board of Trustees.

Section 15. Section 2-5-70(b)(2) of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined):

Sec. 2-5-70. - Town Attorney.

(b) The Town Attorney shall perform the following duties:

- (2) Prosecute or oversee the prosecution of ordinance violations, conduct for the Town cases in Municipal Court, and file with the Town Clerk copies of such records and files relating thereto, except the Board of Trustees may assign these duties to a Town Prosecutor who shall serve at the pleasure of the Board.

Section 16. Section 2-6-30 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-6-30. - Public notice.

Public notice of the date, time and place of the public hearing shall be given in the manner provided by this Code or state statute. ~~In the absence of provisions specifically delineating the manner in which public notice is to be given, notice of the date, time, place and purpose of the hearing to be held shall be published once in a generally circulated publication in the Town not less than ten (10) days prior to the date of said hearing.~~

Section 17. Section 2-6-40 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-6-40. - Preserving order.

Each hearing body shall have the right to preserve order during the hearing ~~and to take such steps, including the ejection of any disorderly or obstreperous person interfering with the proceedings as may be necessary~~, and the hearing body may, prior to any presentations and as a condition to the taking of testimony or information from any person, require the registration of all persons desiring to be heard during the hearings. It may restrict the testimony of any person to the material issues pending before it and, to prevent duplicative or cumulative presentations, it may impose reasonable time restrictions on any person.

Section 18. Section 2-6-50 of the Bennett Municipal Code titled “Deliberation and notice of decision” is hereby deleted in its entirety.

Section 19. Section 2-6-80 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-6-80. - Rights of participants.

All quasi-judicial hearings shall be conducted under procedures designed to ensure all interested parties due process of law and shall, in all cases, provide for the following:

- ~~(1) The administration of oaths to all parties or witnesses who appear for the purpose of testifying upon factual matters.~~
- ~~(2)~~ (1) The cross-examination, upon request, of all witnesses by the interested parties.
- ~~(3)~~ (2) The stenographic, or other verbatim, such as tape-recorded, reproduction of all testimony presented in the hearing, or an adequate summary of such testimony.
- ~~(4)~~ (3) A clear decision by the hearing body which shall set forth the factual basis and reasons for the decision rendered.

Section 20. Section 2-6-90 of the Bennett Municipal Code titled “Order of procedure” is hereby deleted in its entirety.

Section 21. Section 2-6-120 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-6-120. - Planning and zoning hearing.

When a request is received for platting, replatting, zoning, a zoning change or a zoning variance, the request shall be given to the chair of the Planning and Zoning Commission. The Planning and Zoning Commission shall then promptly schedule a public hearing to review the request; provided, however, that the Planning and Zoning Commission may authorize its secretary to set a date, time and place for hearing upon receipt of such instrument without the necessity for action by the Planning and Zoning Commission. The requirements for planning and zoning hearings as outlined in state statutes and this Code shall be followed.

Section 22. Section 2-7-20 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-7-20. - Jurisdiction and powers.

The Municipal Court shall have original jurisdiction of all cases arising under the ordinances of the Town, with full power to carry the same into effect and to punish violations thereof by the imposition of such fines and penalties as are prescribed by law, ordinances or court rule. The Municipal Court shall have the power to compel the attendance of witnesses and to punish for contempt of court by a fine or a jail sentence, or both, and shall have all the powers incident to a court of record in relation to the same. It shall have the power to enforce subpoenas issued by any board, commission, hearing officer or other body or officer of the Town authorized by law or ordinance to issue subpoenas.

Section 23. Section 2-7-70(a) of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-7-70. - Court Clerk.

(a) The position of Municipal Court Clerk is hereby established. ~~The Board of Trustees may appoint a person to serve as Municipal Court Clerk and such assistants as may be necessary to carry out efficiently the business of the Municipal Court. The Municipal Court Clerk and assistants shall receive such salary as the Board of Trustees may decide.~~ The Municipal Court Clerk and assistants shall have the powers and duties as designated by law, by court rule or by the presiding Municipal Judge.

Section 24. Section 2-7-80(a) of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-7-80. - Sessions.

(a) There shall be regular sessions of Municipal Court for the arraignment of defendants, the trial of cases and such other matters and proceedings as the business of the Municipal Court may require. Such sessions shall be conducted no less frequently than once per month and shall be open to the public. Sessions may be canceled at the discretion of the Municipal Judge and Municipal Court Clerk.

Section 25. Section 2-7-180 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-7-180. - Penalties and violations.

~~(a) Any person who violates any of the specific Code provisions or ordinances listed in Appendix 2-A to this Chapter shall, upon conviction, or a plea of guilty or no contest, be fined in a sum of not less than the amounts set forth in the schedule of fines and penalties listed in Appendix 2-A to this Chapter.~~

~~(b)~~(a) Pursuant to Colorado Municipal Court Rules of Procedure Rule 210(b)(4) and Section 1701 of the Model Traffic Code for Colorado Municipalities, the Municipal

Court is authorized to adopt a schedule of fines for violations of ~~Chapter 8~~ of this Code.

~~(e)~~(b) Unless otherwise provided in this Code, any person who is convicted of or pleads guilty or no contest to a violation of any such provision of this Code or other ordinance, resolution or rule of the Town, whether now in existence or hereinafter enacted, shall be punished by a fine of not more than the maximum fine set forth in Section 1-4-20 of this Code.

Section 26. Section 2-9-10 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-9-10. - Purpose.

The Town will ~~from time to time~~ in the future, in all probability, have within its corporate limits fire, flood, civil disturbances and riots; therefore, it is deemed in the best interest of the Town to exercise certain emergency police powers necessary to and incidental to the maintenance of the safety, health and welfare of the citizens of the Town.

Section 27. Chapter 2, Article X of the Bennett Municipal Code titled “Town Departments” is hereby deleted in its entirety.

Section 28. Chapter 2, Article XI of the Bennett Municipal Code titled “Fair Housing” is hereby deleted in its entirety.

Section 29. Section 2-12-100 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-12-100. - Notification of intent to alter designated historic landmark.

Any owner filing an application for designation of a site shall, as a part of the application, agree that any time after a site is designated as an historic site, the owner shall notify the Town Administrator ~~Town Clerk~~ of the owner's intention to alter, demolish, move or remove the site and provide plans for the work at least thirty (30) days prior to beginning such work. This notification requirement shall run with the land and shall bind successors and assigns. The Town Administrator ~~Town Clerk~~ shall, upon receipt, forward the notification and plans to the Commission for review. The Commission shall review the plans and may advise the owner on the potential effect of the plans on the historic designation. The Commission may forward a recommendation to the Board of Trustees that, based on the plans, the historic designation be modified or revoked.

Section 30. Section 2-13-10 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-13-10. - Planning and Zoning Commission.

A Planning and Zoning Commission, ~~which shall also be known as the Planning Commission~~, for

the Town is hereby established, which shall consist of no less than five (5) ~~seven (7)~~ members and no more than seven (7) members who shall be appointed by the Board of Trustees, and who shall be residents of the Town.

Section 31. Section 2-13-60 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-13-60. - Quorum.

A quorum of the Planning and Zoning Commission shall be a majority of four (4) members.

Section 32. Section 2-13-70 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-13-70. – Bylaws; Rules of procedure.

The Planning and Zoning Commission shall adopt bylaws and rules of procedure that are consistent with this Code, ~~subject to approval by the Board of Trustees.~~

Section 33. Section 2-13-90 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Sec. 2-13-90. - Compensation.

Commencing on January 1, 2022, members of the Planning and Zoning Commission shall be compensated in the amount of [insert compensation amount here] ~~dollars (XXX.XX) twenty-five dollars (\$25.00)~~ per month.

Section 34. Effective January 1, 2022, Chapter 2, Article XIII of the Bennett Municipal Code is hereby amended by the addition of a new Section 2-13-100 to read as follows:

Sec. 2-13-100. – Board of Adjustment.

(a) The Planning and Zoning Commission shall serve as the Board of Adjustment.

(b) The Board of Adjustment shall have the following powers and duties, all of which shall be subject to and in compliance with state law and in harmony with the purpose and intent of this Code and with the most appropriate development of the neighborhood:

(1) To hear and decide appeals from and review any order, requirement, decision or determination made by an administrative official charged with enforcement of the provisions of Chapter 16 of this Code.

(2) To hear and decide all matters referred to it or upon which it is

required to pass under Chapter 16 of this Code.

(3) To authorize variances from the terms of Chapter 16, subject to the criteria set forth in Section 16-2-370 of this Code.

(4) To perform each and all of the duties specified in Section 31-23-307, C.R.S., together with all other duties and authority which may hereafter be conferred on it by State law.

(c) The concurring vote of a majority of the Board of Adjustment shall be necessary to reverse an order, requirement, decision or determination of any administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under Chapter 16 of this Code, or grant any variance.

(d) The Planning and Zoning Commission shall adopt bylaws and rules of procedure for the Board of Adjustment that are consistent with this Code.

Section 35. Effective January 1, 2022, Chapter 2, Article XIV of the Bennett Municipal Code titled “Board of Adjustment” is hereby repealed in its entirety. Commencing on such date, the Planning and Zoning Commission shall act as the Board of Adjustment as outlined in this ordinance.

Section 36. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 37. The repeal or modification of any provision of the Municipal Code of the Town of Bennett by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 38. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, READ AND ADOPTED THIS 28TH DAY OF SEPTEMBER
2021.**

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, Town Clerk

Suggested Motion

I move to approve Ordinance No. 731-21 - An ordinance amending Chapters 1 and 2 of the Bennett Municipal Code regarding General Provision and Administration and Personnel.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Robin Price, Public Works Director
Ricky Martinez, Assistant Public Works Director
DATE: September 28, 2021
SUBJECT: RFQ 21-009 - Town of Bennett Booster Station Pump Upgrades

Background

Due to the condition of certain components, the inefficiency of Town owned booster stations has been identified and the Town has elected to upgrade and install pump, piping and housing for various sites. This includes, but is not limited to, the Old Town Hall Booster Station and the Converse Road Booster Station.

This project is unique because it combines three budgeted projects that include the Booster Station Upgrade, Converse Road Booster Station Upgrade and Well 3 and 7 Chlorination Disinfection System and Building Expansion. As a group, these items were sent to design engineers to provide pricing for engineered designs and consulting for completion of the projects. The costs from three different design firms exceeded the combined budget for the three projects. Due to the immense amount of system knowledge within the Town's utilities department, Staff determined that a request for qualifications (RFQ) approach was the best option for finding a contractor with the experience and knowledge to accomplish these projects while staying in the allotted budget.

An RFQ is a qualifications-based selection process. It is not a bid but a request for contractors to submit their qualifications to be considered for a project. By doing an RFQ instead of an RFP, the Town can stay within the allotted budget amount of \$390,000 for the overall project by determining the scope of work with the firm it ultimately chooses.

The Town issued RFQ 21-009 for a Construction Manager At Risk for the Town of Bennett Booster Station Pump Upgrades on August 16, 2021. Below is a summary of the responses received and the prior Town experience for each bidding entity.

Summary of RFQ Bids

The Town received the following qualified responses:

- **Dan's Custom Construction (DCC):** DCC has worked for the Town on several projects including Cordella Lift Station, Converse Road Pump Station, Well 6 Pump Station and Reuse Load out Construction Water Stations.

DCC met all of the RFQ criteria for the proposed project and also met on site with Town Staff to provide recommendations on the approach they would take for the project.

- **J.R. Filanc Construction Company, Inc. (Filanc):** Filanc has worked for the Town on several projects including the Elevated Storage Tank and Well 6 Site Improvements

Filanc met all of the RFQ criteria and are currently working on The Town's Well 6 site improvements. Their average project size exceeds the scope of this project.

- **Glacier Construction Company, Inc.:** Glacier has not worked with the Town of Bennett directly but was involved in the TAYA Pilot project at the current waste water facility site.

Glacier met all of the RFQ criteria and met on site with Town Staff to provide recommendations on approach.

- **Stanek Constructors, Inc.:** The Town has not worked with Stanek and did not know the company besides the statement of qualifications the Town received.

Stanek met all of the RFQ criteria and their average project size exceeds the scope of this project.

Staff Review

After a thorough evaluation of all the contractors and their submitted bids, Staff believes all four companies that responded to the RFQ would be qualified to complete the Booster Station Pump Upgrades. Staff evaluated the contractors using a Statement of Qualification Score Sheet that scored the contractors for general information, experience, qualifications and overall ability to provide services.

Based on the evaluation of the four contractors, Staff believes awarding DCC the Construction Manager At Risk contract would be the best option for this project. DCC has the most system knowledge and has shown with previous projects their expertise on recommending the best value engineered approach.

Staff Recommendation

Staff recommends the Board authorize the Mayor and the Town of Bennett to enter into a Construction Manager At Risk (CMAR) contract with Dan's Custom Construction for the Booster Station Pump Upgrades with a guaranteed maximum price of \$390,000.

Attachments

1. RFQ 21-009
2. Dan's Custom Construction
3. J.R. Filanc Construction
4. Glacier Construction
5. Stanek Constructors
6. SOQ Scoring

REQUEST FOR QUALIFICATIONS CONSTRUCTION MANAGER AT RISK FOR THE TOWN OF BENNETT BOOSTER STATION PUMP UPGRADES

Notice is hereby given that the TOWN OF BENNETT, hereinafter referred to as the "TOWN", is seeking a qualified construction manager/general contractor to provide design phase assistance and complete construction services as the Construction Manager at Risk (CMAR) for the TOWN Booster Station Pump Upgrades.

The TOWN invites interested firms to submit a written Statement of Qualifications (SOQ) relating to these services. A Committee will be convened to evaluate firms' qualifications and experience with similar projects with the top rated firm entering into negotiations with the TOWN.

Respondents are invited to review the information and to submit their SOQ in accordance with the criteria established within this Request for Qualifications (RFQ). Written questions regarding this RFQ must be received by the TOWN no later than five days prior to the submittal due date. Questions may then be responded to by written amendment to this document. Oral statements or instructions shall not constitute an amendment to the RFQ.

Firms interested in this project should submit a SOQ addressing the RFQ criteria including a one-page cover letter and resumes. It is suggested that the SOQ be limited to **fifteen (15) pages (excluding resumes)**. Resumes for each key team member shall be limited to a maximum length of two pages and should be attached as an appendix to the SOQ.

Date of RFQ Issuance:	8/16/2021
Project Number:	21-009
RFQ Title:	Town of Bennett Booster Station Pump Upgrades
Proposals Due:	9/1/2021 3p.m., Local Time
Submit Proposals to:	

**SUBMITTAL LOCATION: TOWN OF BENNETT
207 MUEGGE WAY
BENNETT, CO 80102**

OR BY EMAIL: DAN GIROUX TOWN ENGINEER:
dangiroux@terramax.us

AND RICKY MARTINEZ: rmartinez@bennett.co.us

QUESTIONS SHALL BE DIRECTED TO: Ricky Martinez
Utilities Supervisor
Phone: (303)644-3249 Ext 1014
Email: rmartinez@bennett.co.us

Submittals for the specified services shall be received by the **TOWN OF BENNETT 207 Muegge Way Bennett, CO 80102 or email**, until the time and date cited. Submittals must be in the actual possession of the TOWN at the location indicated/or by email, on or prior to the exact time and date indicated above. **Any response received after the due date and time specified will be returned deemed null and void.** Submittals must be either presented in a sealed envelope titled “Statement of Qualifications for the Town of Bennett Booster Station Pump Upgrades” and with the firm's name and address clearly indicated on the envelope or submitted by e-mail to the parties listed above. All submittals must be completed in ink or typewritten. Questions must be addressed to the contact listed above. The TOWN reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a contract is finalized or all submittals are rejected.

SCOPE OF WORK

I. PROJECT DESCRIPTION

Due to the condition of certain components, the inefficiency of TOWN owned booster stations has been identified, and the TOWN has elected to upgrade and install pump, piping and housing for various sites, including but not limited to the Old Town Hall Booster Station, and the Converse Road Booster Station.

II. RESPONSIBILITIES

The CMAR will provide pre-construction management services during the design phase of the project and serve as the general contractor during construction of the project. The CMAR begins with the assignment in an agency support role for pre-construction services. Prior to construction, the CMAR will assume the risk of delivering the project through a guaranteed maximum price contract.

“Guaranteed Maximum Price” or “GMP” means the sum of the maximum cost of the Work; the CMAR construction fee; general conditions fee; taxes, bonds, insurance costs; and bid contingency. The approved GMP will be made part of the Agreement by executing an amendment or additional amendments for phased construction.

The CMAR will be responsible for construction means and methods, and is required to solicit bids from subcontractors to perform the work. The CMAR may also be permitted to self-perform specific work packages.

- A. Design Phase services by the CMAR should include the following:
- Team building/partnering (meetings)
 - Management plan
 - Value analysis/engineering
 - Constructability reviews
 - Cost Model/Budget
 - Estimating/price guarantees
 - Bid package strategy (subcontracting, MWBE compliance)
 - Ordering of long lead-time materials
- B. Construction Phase services by the CMAR should include the following:
- Team management/coordination
 - Scheduling/submittal process
 - Cost controls/change order management
 - Subcontracting
 - Field management
 - Safety/QC programs
 - Project close out/warranty period services
 - Red Lines or As-Builts as Required

III. SELECTION PROCESS

A Selection Committee will be convened to evaluate each SOQ according to the stated criteria. The highest ranked firm following the evaluation process will then be invited to enter into contract negotiations. If the TOWN is unsuccessful in negotiating a contract with the best-qualified team, the TOWN may then negotiate with the second or third most qualified team until a contract is executed, or may decide to terminate the selection process.

EVALUATION CRITERIA

The CMAR will be selected through a qualifications-based selection process. Firms interested in providing CM at Risk services must submit a SOQ that addresses the following issues:

I. SELECTION CRITERIA

- A. GENERAL INFORMATION**
- B. EXPERIENCE AND QUALIFICATIONS OF THE FIRM/TEAM**
- C. APPROACH TO PERFORMING THE REQUIRED SERVICES**

D. OVERALL EVALUATION OF THE FIRM/TEAM AND ITS PERCEIVED ABILITY TO PROVIDE THE REQUIRED SERVICES

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA

The narrative portion and the materials presented in response to this RFQ shall be submitted in the same order as requested and must contain, at a minimum, the following:

A. GENERAL INFORMATION

1. Provide a general description of the firm and/or team that is proposing to provide construction management and general construction services.
2. Provide an organizational chart showing key personnel.
3. Provide a listing of the Colorado professional and contractor licenses held by the team.
4. Identify any claims arising from a contract which resulted in litigation, arbitration or administrative hearing within the last three years. Briefly describe the circumstances and outcome.
5. Provide the firm's safety rating and verification from surety as to the firm's bonding capacity.

B. EXPERIENCE AND QUALIFICATIONS OF THE FIRM/TEAM

1. Identify at least three (2) comparable projects, in which the firm served as either CM at Risk, Agency CM, and/or General Contractor. For each project please provide the following:
 - Description of project
 - Role of the Firm (include pre-construction services provided, if any)
 - Project's original contracted construction cost and final construction cost
 - Construction dates
 - Owner
 - One (1) project reference with telephone number
2. Provide a listing of the proposed project team, which will not count towards submittal length requirements.

C. APPROACH TO PERFORMING THE REQUIRED SERVICES

1. Discuss any issues your firm has identified on this project and how those will be addressed.
2. Describe your firm's project management approach and team organization during pre-construction and construction phase services.
3. Provide contact information for up to three (2) Engineering firms that you worked with in this manner.

**D. OVERALL EVALUATION OF THE FIRM/TEAM AND ITS
PERCEIVED ABILITY TO PROVIDE THE REQUIRED SERVICES**

This is to be determined by the evaluation committee members. No response is required.

III. GENERAL

A. ADDITIONAL INVESTIGATIONS

The TOWN reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any firm submitting a proposal.

B. PRIOR EXPERIENCE

Experiences with the Town and entities which evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.



**CONSTRUCTION MANAGER AT RISK
STATEMENT OF QUALIFICATIONS FOR THE
TOWN OF BENNETT**

**TOWN OF BENNETT BOOSTER STATION
PUMP UPGRADES**



Dan Giroux, Engineer
 Ricky Martinez, Utilities Supervisor
 Town of Bennett
 207 Muegge Way
 Bennett, Colorado 80102

August 31, 2021

RE: Statement of Qualifications for the Construction Manager at Risk (CMAR) for the Town of Bennett Booster Station Pump Upgrades

Thank you for the opportunity to submit our qualifications for the Construction Manager at Risk (CMAR) for the Booster Station Pump Upgrades Project.

Dan's Custom Construction (DCC) was founded by Dan LaCoe in 1997. We are headquartered in Brighton Colorado. Dan's Custom Construction specializes in the construction of water and wastewater treatment facilities.

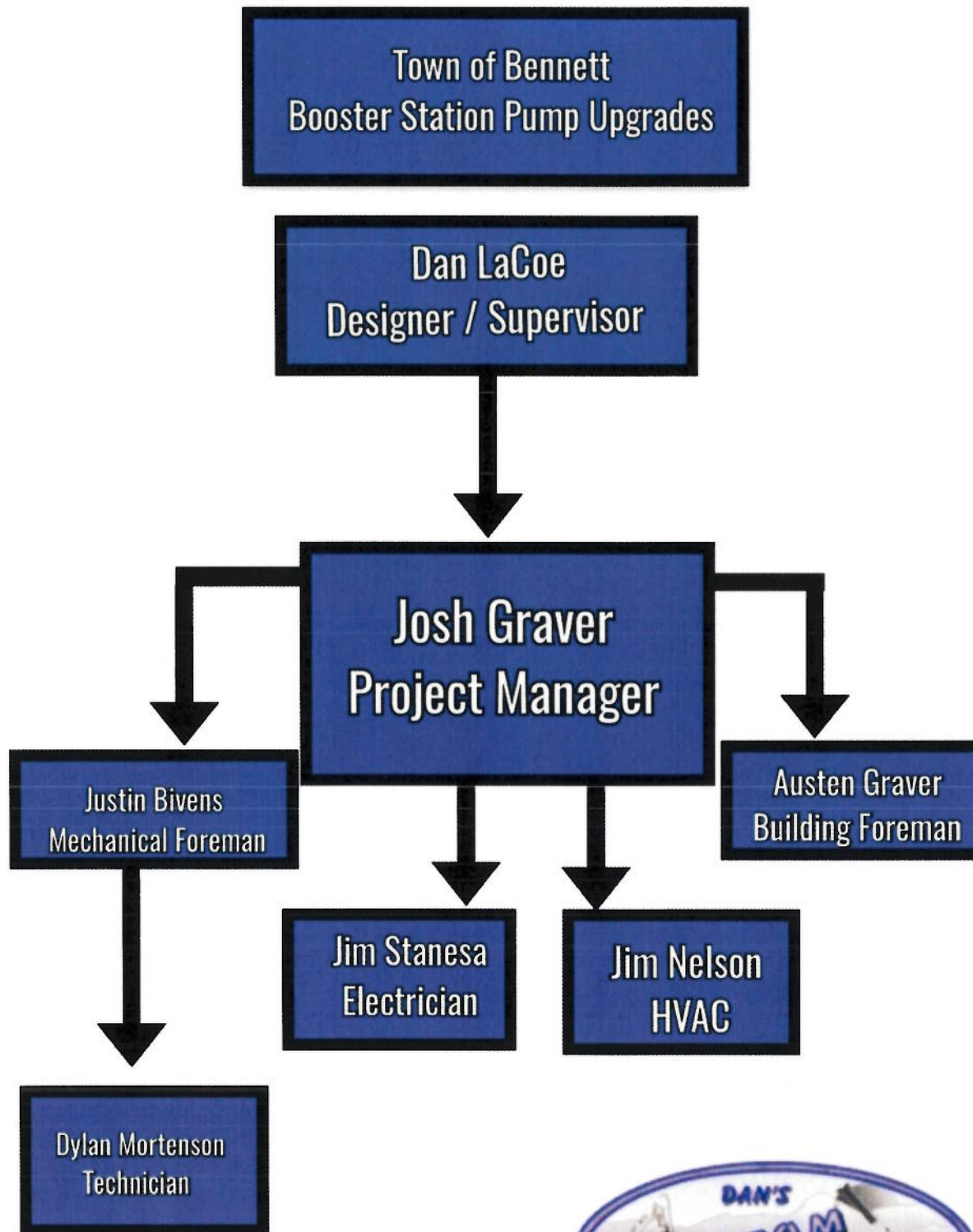
Dan LaCoe, the company owner and principle employee has more than 25 years of experience in the water and wastewater construction and general construction industries, including operating as a licensed Class A General Contractor in Colorado since 1994. He has served as general contractor and project manager for dozens of water and wastewater treatment plant construction projects as well as countless general construction projects and has intensive training working with state-of-the-art and proven water and wastewater equipment and technology.

DCC specializes in the construction, modification, and maintenance of water and wastewater treatment facilities. Our goal is to provide service to anyone from the troubled homeowner to municipalities, communities, and developers being affected by recent and forthcoming CDPHE rules and regulations. We have unique techniques of bringing and keeping you in compliance. Let us handle all stages of your water and wastewater projects.

Besides providing lead construction services, Dan's Custom Construction also assists prospective projects with pre-design services, pre-bid proposal pricing and constructability consultations. By being involved in the initial design process for upcoming clients, DCC can ultimately provide a value engineered project with few potential construction issues, and a cost-effective design. Our clients regularly tell us how extremely pleased they are with our pre-design consultation services.

Sincerely,

Dan LaCoe
 President



Town of Bennett
Booster Station Pump Upgrades
CMAR Services

List of the Colorado professional and contractor licenses held by Dan's Custom Construction:

City of Dacono
 License # 1339-1
 Class A
 Expiration: 12-31-2021

Town of Wiggins
 License # CL-285
 Issued: 2-19-2021
 Expiration: 12-31-2021

Town of Bennett
 License # CL-083
 Class A & Electrical
 issued: 7-17-2018
 Expiration: 8-9-2022

City of Brighton
 License # CL-02820
 Class B
 Issued: 9-14-2008
 Expiration: 2-11-2022

City of Dacono
 License # 1339-1
 Class A
 Expiration: 12-31-2021

City of Firestone
 License # 21A-323
 Class A
 Issued: 12-30-2020
 Expiration: 12-31-2021

City of Fort Lupton
 License # CON2020-00031=G
 Class: G- General Contractor
 Expiration: 12-31-21

Park County
 License # 3240
 Class A
 Expiration: 12-31-2021

Colorado Department of Regulatory Agencies
 Division of Professions and Occupations
 Electrical Contractor License
 License # EC.0007828
 Issued: 10-1-2020
 Expiration: 9-30-2023

**Town of Bennett
Booster Station Pump Upgrades
CMAR Services RFP**

Litigation Claims:

None

Safety

OSHA Incident Rate, Experience Modification Rate, past three (3) years.

Year	Experience Modification	Recordable Incident Rate
2018	.920	0
2019	.920	0
2020	.920	0

All Employees have received OSHA 10 Certification minimum.

Bonding capacity

See attached letter



Mountain West Insurance & Financial Services, LLC
3575 S Sherman St. #1
Englewood, CO 80113

August 27, 2021

Re: Dan's Custom Construction

To Whom It May Concern:

It is our pleasure to recommend Dan's Custom Construction. They have been a long-time client of ours and perform projects in a professional and timely manner.

Dan's Custom Construction's present bonding capacity is available up to \$750,000 single project and \$1,000,000 aggregate work on hand through a surety company with an AM Best Rating of "A-" (Excellent) and financial size category of "VII" (\$50 to \$2 Billion). It is listed on the Federal Department of Treasury Certified Companies List.

The project must be within Dan's Custom Construction's scope of operations, and the contract and bond form acceptable to the surety. Such capacity is based on the contractor's present financial statements and, should there be a significant change, the surety reserves the right to re-evaluate the contractor.

Neither the contractor, nor the surety under a bid, will be held responsible unless, prior to execution of the contract, the owner demonstrates to the surety complete ability to make all payments to the contractors according to the terms of the contract.

Please feel free to contact for me for further information.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Naber".

Jennifer Naber
Surety Advisor

Town of Bennett
 Booster Station Pump Upgrades
 CMAR Services

EXPERIENCE AND QUALIFICATIONS OF THE FIRM/TEAM

Comparable projects Dan's Custom Construction, Inc. in which it served either CM at Risk, Agency CM, and/or General Contractor.



PROJECT NAME: Town of Bennett Cordella Lift Station Improvements Project.

DESCRIPTION: Replace the towns existing lift station with new lift station.

ROLE OF FIRM: CMAR/ General Contractor

CONTRACT AMOUNT: Original contracted construction cost - \$549,547.00
 Final construction cost- \$549,547.00

CONTRACT DATE: May 19 2020 – Feb. 26,2021

OWNER: Town of Bennett

CONTACT: Daymon Johnson (303) 644-3249

ENGINEER: AQUA Engineering

CONTACT: Bob Frachetti, PE (303) 995-7800



PROJECT NAME:

Spring Valley Ranch Metropolitan District No. 1 Carbon Filtration System



DESCRIPTION:

Install carbon filtration system for their Water Treatment Facility. Construct new filter building.

ROLE OF FIRM:

Subcontractor

CONTRACT AMOUNT

Original contracted construction cost- \$477,935.00

Final construction cost- \$477,935.00

CONTRACT DATE:

March 1, 2020 – September 18, 2020

OWNER:

Spring Valley Ranch Metropolitan District No. 1

CONTACT

C.J. Kirst – Project Manager (303) 330-8947

ENGINEER:

AQUA Engineering

CONTACT:

Bob Frachetti, P.E. (303)



PROJECT NAME:

Sans Souci Mobile Home Park Water Treatment Facility Improvements Project



DESCRIPTION:

Construct new water treatment system

ROLE OF FIRM:

General Contractor

CONTRACT AMOUNT:

Original contracted construction cost- \$487,840.00

Final construction cost- \$496,940.00

CONTRACT DATE:

October 23, 2020 – June 7, 2021

OWNER:

MHCO San Souci of Boulder, LLC

CONTACT:

Peter Reinert (720) 537-3105

ENGINEER:

AQUA Engineering

CONTACT:

Bob Frachetti, PE (303) 995-7800



PROJECT NAME: Town of Bennett Water Re-use Pump System
DESCRIPTION:
ROLE OF FIRM: General Contractor
CONTRACT AMOUNT: Original contracted construction cost - \$252,748.00
 Final construction cost \$252,748.00
CONTRACT DATE: August 3, 2020 – November 11, 2020
OWNER: Town of Bennett
CONTACT: Daymon Johnsonk, (303) 644-3249
ENGINEER: AQUA Engineering
CONTACT: Bob Frachetti, P.E. (303) 995-7800

PROJECT NAME: Spring Valley Ranch Metro District No. 1
 6" Waterline From New Wells to Water Tank Project
DESCRIPTION: Construction of 4,500 LF of 6" waterline.
 Final stabilization of disturbed area and roadside ditches.
ROLE OF FIRM: General Contractor
CONTRACT AMOUNT: Original contracted construction cost \$287,576.00
 Final construction cost - \$287,576.00
CONTRACT DATE: May 6, 2020 – September, 28, 2020
OWNER: Spring Valley Ranch Metropolitan District No 1
CONTACT: C.J. Kirst- Project Manager (303) 330-8947
ENGINEER: 2 N Civil
CONTACT: Eric Tuin

**Town of Bennett
Booster Station Pump Upgrades
CMAR Services**

APPROACH TO PERFORMING THE REQUIRED SERVICES

Response to Sections 1 and 2:

Although the specific projects have not been detailed, the current challenge with all recent construction projects is obtaining materials. This particular project will be no different, however, Dan's Custom Construction keeps a substantial amount of materials and parts inventoried combined with our on-going relationship with our suppliers, we hope to be able to mitigate the effects of the current material shortages our industry is facing.

Dan's Custom Construction employs a solid team of technicians, along with a designated parts delivery driver which allows us to source and procure the components we need as soon as possible, to keep the projects moving forward.

Response to Section 3:

Bob Frachetti, P.E.
AQUA Engineering
5325 S. Valentia Way
Greenwood Village, CO 80111
O: 720-667-1250
C: 303 995-7800

Adam Sommers, P.E
AquaWorks DBO
3252 Williams Street
Denver, CO 80205

John Enochs, P.E.
Diamondback Engineering & Surveying
12640 West Cedar Drive, Suite C
Lakewood, CO 80228
O: 303 985-4204

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Dan's Custom Construction, Inc.

is a

Corporation

formed or registered on 12/30/2008 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20081669032 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/27/2021 that have been posted, and by documents delivered to this office electronically through 08/30/2021 @ 16:22:01 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/30/2021 @ 16:22:01 in accordance with applicable law. This certificate is assigned Confirmation Number 13406930 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**Town of Bennett
Booster Station Pump Upgrades
CMAR Services**

Resumes

DAN LACOE

Owner/President

Dan LaCoe

I started my own business in March 1997. For the first three years I primarily focused on new residential construction. Shortly after 2000, I changed direction to concentrate more on commercial/industrial work. Realizing the ongoing importance, I directed my objectives toward the Water and Wastewater Industry. Since then I have continued to gain experience and knowledge about the industry. I work directly with engineers to build new treatment plants and modify outdated ones. I pride myself on my reputation and continue to gain clients because of it.

Now I am President and sole owner of Dan's Custom Construction, Inc. which was incorporated in December 31, 2008. My business provides services in the following areas: General Contractor for Construction, Specializing in Water and Waste Water Treatment Systems, Excavation, Concrete, Buried Piping, Custom Metal Fabrication and Welding, Interior Process Piping and Mechanical Equipment Installation and Lift/Pump Station Construction. I am thoroughly experienced and educated in all the areas mentioned above.

Professional Experience

Dan's Custom Construction
Brighton, Colorado

Dan LaCoe, the company owner and principle employee has more than 24 years of experience in the water and wastewater construction and general construction industries, including operating as a licensed Class A General Contractor in Colorado since 1994. He has served as general contractor and project manager for numerous water and wastewater treatment plant construction projects as well as countless general construction projects and has intensive training working with state-of-the-art and proven water and wastewater equipment technology.

Education

Dan graduated from Fort Lupton High school, Colorado and attended Colorado State University, Fort Collins, Colorado.

**Town of Bennett
Booster Station Pump Upgrades
CMAR Services**

Joshua Graver

Project Manager

Joshua Graver

Joshua Graver, Project Manager for Dan's Custom Construction, Inc. Learned first-hand about the construction of water treatment systems and has been a critical part of the company for a substantial period.

Professional Experience

Worked for Dacoa Inc., third largest excavating company in the state, for 3 years as Equipment Operator, for 5 ½ years as Field Foreman Manager Position and 9 years as Project Manager.

One of the biggest soil compaction projects worked on was 36 million yards and same was completed in 5 years.

Education

Joshua graduated from Bennett High school, Bennett, Colorado.

Justin Bivens

Mechanical Foreman

Justin Bivens

Justin Bivens, Mechanical Foreman, for Dan's Custom Construction, Inc. has learned and been involved with the construction of water treatment systems. Justin is involved with the pipelines, dirt work, and building materials for most of the systems.

Professional Experience

Justin previously worked at Pete Lein and Sons working as a Heavy Equipment Operator and Mechanic. Justin was employed and Pete Lein and Sons for ten years before coming to be apart of Dan's Custom Constructions team.

Education

Justin graduated from Poudre High School, Fort Collins, Colorado. Justin then went on to Eastern Wyoming Community College in Torrington Wyoming where he studied Farm and Ranch Management. There after he went to Laramie Community College in Cheyenne Wyoming. There he studied Agriculture Production Technology.

Town of Bennett
Booster Station Pump Upgrades
CMAR Services

James Austen Graver

Building Foreman

James Austen Graver

Austen Graver, Building Foreman, for Dan's custom Construction, Inc. is involved in the erection of steel buildings for water and wastewater facilities. Involved in both the primary and supportive roles in the project management and site supervisory roles.

Professional Experience

1-1-2010 to 12-30-2011	Dan Camfferman LLC- Forman, Residential Construction
1-1-2012 to 12-30-2014	Commercial Construction- Forman, Commercial Construction
1-1-2015 to 12-30-2019	Higher Ground Renovation- Project Manager, Residential Construction
1-1-2020 to Present	Dan's Custom Construction- Building Foreman, Commercial Construction

Education

Bennett High School Graduate
Fort Morgan Community College
Colorado School of Mines 2 years
Colorado State University earning Construction Management Certification

FILANC

Statement of Qualifications for

Construction Manager at Risk for the Town of Bennett Booster Station Pump Upgrades

September 1, 2021



Submitted to:
Town of Bennett
Dan Giroux, Town Engineer
Ricky Martinez, Utilities Supervisor
207 Muegge Way
Bennett, Colorado 80102

Submitted by:
J.R. Filanc Construction Company, Inc.
455 W. 115th Avenue, Suite 3
Northglenn, Colorado 80234
(303) 376-6337

www.filanc.com



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Appendix B	Key Personnel Resumes

September 1, 2021

Town of Bennett
Dan Giroux, Town Engineer
Ricky Martinez, Utilities Supervisor
207 Muegge Way
Bennett, Colorado 80102

Subject: **Town of Bennett Booster Station Pump Upgrades RFQ**

J.R. Filanc Construction Company, Inc. (Filanc) is pleased to submit our Construction Manager at Risk Qualifications to the Town of Bennett for the Booster Station Pump Upgrades Project. Filanc is an award-winning, general engineering, CMAR and design-build contractor that constructs, renovates, and expands water and wastewater systems throughout the Western United States. In the 68 years since our founding, we have completed thousands of projects for public, private and federal clients.

Our projects range from small repair and maintenance to \$100+ million dollar facility construction and expansion. By selecting Filanc you can be assured that our attention and resources will be fully focused on delivering the Booster Station Pump Upgrades Project and exceeding your high expectations to meet the needs of the Town's customers.

We appreciate the opportunity to submit our proposal for your consideration and are confident you will find that Filanc is the ideal company to complete this project. If you wish to discuss any aspect of this submittal, please contact Justin Whittaker at (303) 513-2559 or jwhittaker@filanc.com.

Sincerely,

J.R. Filanc Construction Company, Inc.



Justin Whittaker
General Manager Rocky Mountain Region



General Information

Business and Service Offerings

J.R. Filanc Construction Company, Inc. (Filanc) is an award-winning, general engineering and design-build contractor that specializes in the construction, renovation, and expansion of water and wastewater treatment, storage and conveyance infrastructure. Filanc has the ability to self-perform over 70 percent of work typically required in waterworks construction including earthwork, civil, structural concrete, pipefitting and mechanical installations.

Office Locations

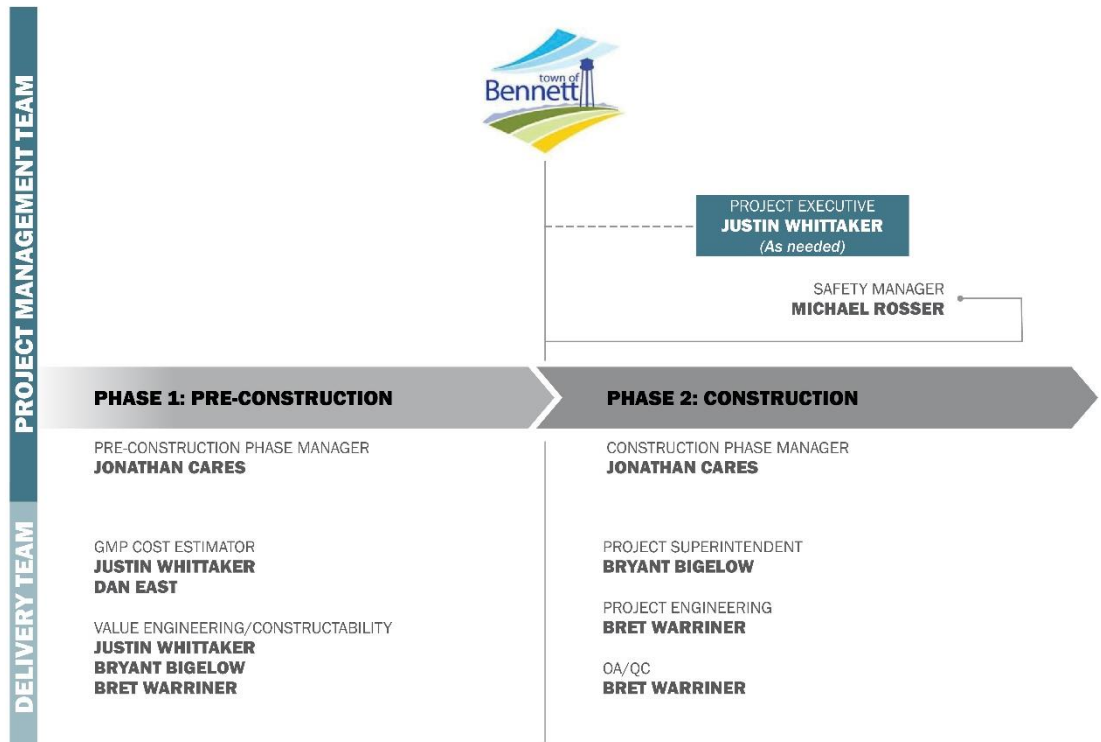
Filanc is headquartered in Escondido, California with regional offices located in Arizona, Colorado, and Central and Northern California. Our Colorado office is located at 455 West 115th Street, Suite 3, Northglenn, CO 80234.

Legal Structure

Filanc operates as an S Corporation. The company was incorporated in California, originally as Weardco Construction, Inc. on October 1, 1952. The name of the company was changed to J.R. Filanc Construction Company, Inc. in 1990. Our operations in

Colorado were established in February of 2009.

Organizational Chart



Licensing

J.R. Filanc Construction Company, Inc. is registered to conduct business in the State of Colorado. The State of Colorado does not require general contractor firms to hold a State Contractor's License.

Filanc holds several regional, city and municipality licenses throughout Colorado. We will obtain any license necessary to successfully perform this project.



Current Colorado Licenses

Name	License Number
Adams County – Contractors License	A-968
City of Aurora – Contractors License	2020 1774947 00 CL
City of Aurora – Supervisor License	5019 1713023 00 SL
Town of Avon	10200
Town of Bennett	CL-397
City of Commerce City	4395
City and County of Denver – Contractors License	LIC241639

Name	License Number
City and County of Denver	CERT1056684
Douglas County	A120655
City of Englewood	19430
Larimer County	CL1108
Town of Monument	3054
City of Northglenn – Contractors License	19NGN-C-1722
Pikes Peak Regional Building Department	19561
Town of Windsor	BL800540

Claims and Litigation

Project Name:	P-1220 Raw Water Pipeline	Date:	February 6, 2020
Entity Name Against Whom Complaint was Filed:	US Department of the Navy	Court:	Armed Services Board of Contract Appeals
Status: Pending. Construction is complete on this project. This claim will not interfere with our ability to deliver this project.			
Description: Filanc filed claims to the US Department of the Navy for items including added dewatering costs, extended duration and time-related overhead, Haybarn Canyon Pump Station Control changes, and other delay related costs. The total amount of the claims filed is \$1,686,196.			



Project Name:	Mann Lakes Raw Water Conveyance System	Date:	August 28, 2019
Entity Name Against Whom Complaint was Filed:	Todd Creek Village Metropolitan District	Court:	District Court, Adams County
Status: Settled. This claim was settled through mediation			
Description: Filanc was awarded a contract in November 2018 and began work in December 2018. The first payment application was submitted in early January 2019 and not paid until March 2019. The second and third payment applications were submitted in early February and March. A partial payment was received April 30, 2019 and the balance was paid on June 27, 2019. In late March, Filanc was excavating a wet well structure as directed by the Design Engineers when a minor slope failure occurred, and repairs were made immediately by Filanc. The Owner suspended the project on March 29, 2019 and refused to pay the April payment application for work that had been completed to date, and the June application that was for materials stored on site. Filanc filed suit for breach of contract by failing to pay for work performed. This claim totaled \$1.3M.			

Project Name:	Michelson Water Recycling Plant Biosolids & Energy Recovery Facilities	Date:	February 1, 2019
Entity Name Against Whom Complaint was Filed:	Irvine Ranch Water District (IRWD)	Court:	Orange County Superior Court
Status: Settled. Construction is complete. The outcome of this claim will not interfere with our ability to deliver this project.			
Description: Filanc filed claims to IRWD, including extended overhead, inefficiency claim, electrical subcontractor overhead, and inefficient claims for two other process equipment vendors.			

Safety Ratings

are well below the industry rates of 1.64 and 0.20 respectively.

With hundreds of thousands of labor hours worked each year under difficult construction conditions, Filanc delivers exceptional safety performance as demonstrated by our consistently low experience modification rate (EMR). Filanc has an extensive record of safe construction spanning many decades and resulting in numerous local and national awards.

The following table provides a summary of our safety metrics for the past four years. Our four-year average total recordable incident rate (TRIR) and lost time incident rate (LTIR)

Filanc Four-Year Safety Performance Metrics

	2017	2018	2019	2020	2021
EMR	0.64	0.65	0.66	0.72	0.83
Hours Worked	491,030	555,232	433,599	496,370	
Fatalities	0	0	0	0	
LTIR	0.0	0.0	0.0	0.81	
TRIR	2.44	0.72	1.40	2.01	
DART	2.44	0.72	1.40	2.01	

Bonding

A letter from Filanc's surety can be found in Appendix A.



Experience and Qualifications of the Firm/Team

Representative Projects

33rd Street Pump Station and Intake Structure – Colorado Springs, Colorado

Firm Role: General Contractor	Construction Dates: 2019 - 2021	Contract Value (Original/Final): \$7.6M / \$7.7M	Delivery Method: DBB
Owner: Colorado Springs Utilities – Joseph Rasmussen, (719) 668-4546, jrasmussen@csu.org		Engineer: Jacobs Engineering – Ethan Ford, PE, (720) 286-5862, ethan.ford@jacobs.com	

SUMMARY OF WORK: The completed 33rd Street Pump Station and Intake Construction project provides Colorado Springs Utilities with a new 10 MGD raw water pump station, diversion structure, and intake and connection to the existing pump line.

Work included demolition of the existing creek access ramp and intake structure to facilitate installation of new diversion and intake structures, as well as construction of a new 10 MGD vertical turbine pump station, equipped with four low voltage electric motors and vertical turbine canned pumps. The pump station included an integral electrical room equipped with variable frequency drives, motor control centers, control panels, and transfer switch.





Wolf Ranch Pump Station – Colorado Springs, Colorado

Firm Role: CM/GC	Construction Dates: 2018 - 2020	Contract Value (Original/Final): \$16,700 / \$6M	Delivery Method: CMGC
Owner: Colorado Springs Utilities – Jerad Barnett, (719) 668-4546, jbarnett@csu.org		Engineer: Dewberry – Chad Weaver, PE, (303) 825-1802, cweaver@dewberry.com	

SUMMARY OF WORK: Construction of an above grade pump station that includes four (4) vertical turbine pumps, two (2) hydro pneumatic and surge control tanks, two (2) air compressors, and duplex pump station. Work also includes removal of a 24” check valve, HVAC work, yard piping, electrical, and instrumentation and controls.

PRECONSTRUCTION SERVICES PROVIDED: For this project we were hired at the 30% design level. This project had a unique challenge in that it was being mostly funded by multiple private developers. Colorado Springs Utilities owns the pump station and funded part of it. We really had to get the cost in a place that the private developers would agree to. Value Engineering was critical to the success of this project. The 30% cost model was \$5.6M with 10% contingency included. We did 2 GMP's, one for long lead pump procurement and another for the balance of the project. The final GMP's totaled \$5.8M with 3.4% contingency. The private developers agreed to the cost. This project finished under budget and provided the Owner's with a savings at the end.





Parker Water Resource Centralization Project Well House Modifications, Bradbury Tank, and Canyons Pump Station (Design-Build) – Parker, Colorado

Firm Role: Subcontractor	Construction Dates: 2017 – 2018	Contract Value (Original/Final): \$2.0M / \$6.5M	Delivery Method: Design-Build
Owner: Parker Water and Sanitation District – Stephanie Sansom, (303) 841-4627, ssansom@pwsd.org		Engineer: Black & Veatch – Ben Miller, PE (now with TetraTech) (303) 829-7709, Ben.Miller@tetrattech.com	

SUMMARY OF WORK: The Work under this subcontract included all mechanical and chemical modifications at 13 different well house facilities. These well house modifications transitioned the District from chlorine gas to monochloramine disinfection utilizing sodium hypochlorite and liquid ammonium sulfate.

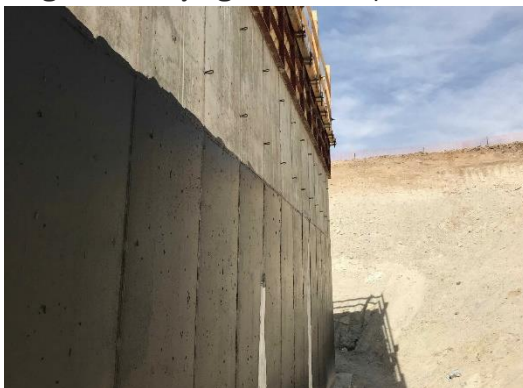
The new 14MGD Canyons Pump Station Facility consisted of two (2) new 400hp vertical turbine pumps producing 8,000gpm, and two (2) new 150hp vertical turbine pumps producing 3,000gpm. The pump station is housed in a 2,450sf masonry building. The pump station is in-line with 24" steel suction discharge lines and protected by upstream and downstream surge via two buried steel surge tanks. The project included grading piping, foundation, pump station, and site civil work.



The Bradbury Tank site included construction of a new 500,000-gallon concrete water storage tank.

The canyons pump station and Bradbury tank were extra work that was awarded through a change order to the original well house modifications project.

PRECONSTRUCTION SERVICES PROVIDED: We supported the Prime Design-Builder (Black & Veatch) as their construction General Contractor. During design we created cost models and provided Value Engineering services to help BV refine design to get within the Owners budget. The budget was very tight, and the previous Design-Builder's contract was cancelled due to their high pricing well above the Owners budget. We were able to successfully help BV to get within the Owners budget. There were multiple phases of the project that were starting construction as other parts of the design were still be completed. A very good example of being able to overlap design and construction to achieve a faster schedule.



Project Relevancy/Personnel Matrices

The following table presents a matrix that correlate how our reference projects work with the needs of the Town of Bennett.

Project Matrix			
	1	2	3
Alternative Delivery		✓	✓
Pump Installation	✓	✓	✓
Pipe Installation	✓	✓	✓
Housing Construction	✓	✓	✓
Electrical Work	✓	✓	✓
Relevant Key Personnel	✓	✓	✓

Project Key for Matrices

- 1 33rd Street Pump Station and Intake Structure
- 2 Wolf Ranch Pump Station (CMGC)
- 3 Parker Water RCP Well Houses, Bradbury Tank, and Canyons Pump Station (Design-Build)

Key Personnel

Success in CMAR project delivery is achieved through great teamwork where each member applies their expertise through effective collaboration. The continuous engagement of the team from design through construction and turnover, ensures a consistent understanding of your project goals and the delivery of a quality project on time and within budget.

For this project, we have assembled a complete team to address each aspect of the project from **Phase One: Preconstruction** through **Phase Two: Construction**.

The following pages present short biographies of our key project management staff and their roles and responsibilities during both phases

of the project. Resumes for each of our team members are provided in Appendix A.

Position Descriptions

Justin Whittaker, Assoc. DBIA | Project Executive



Justin Whittaker, General Manager of Filanc's Rocky Mountain Region, will serve as a GMP cost estimator and regional manager for the Booster Station Pump Upgrades project. He will oversee

developing the cost estimate for the GMP of this project. During the construction phase he will oversee the performance of our construction management team.

With over 23 years of experience, Justin has created extensive relationships and an understanding of the available labor, materials, and equipment in the local area. Justin will leverage his local knowledge and relationships to enhance collaboration and provide best value solutions. Justin has performed as the lead and chief estimator on over \$500M in projects in Colorado in the last 10 years. He serves as Project Executive on each of our Colorado region projects.

Preconstruction Phase Responsibilities	Construction Phase Responsibilities
<ul style="list-style-type: none"> • Executive management • Cost Estimating • VE and constructability reviews 	<ul style="list-style-type: none"> • Executive management • Project resourcing • Client accountability

Jonathan Cares | Preconstruction/ Construction Project Manager



Jonathan will serve as the Preconstruction and Construction Project Manager and will be involved in this project from design through completion and turnover of the facilities to the

Town. He has nearly 10-years of experience in all phases of heavy and industrial construction projects with an emphasis on wastewater and water infrastructure.

During Phase 1, he will provide value engineering and constructability review input and assist in developing the initial project schedule and other pre-construction plans. He will serve as the onsite Construction Project Manager for Phase 2, leading our self-performing crews and overseeing the performance of our subcontractors. He will lead client update meetings and manage the project schedule and budget. He will have onsite responsibility for the implementation of our safety and quality management plans.

Preconstruction Phase Responsibilities	Construction Phase Responsibilities
<ul style="list-style-type: none"> • Project Management • Value Engineering and constructability • Schedule development • Construction phasing and planning • Client accountability 	<ul style="list-style-type: none"> • Construction project manager • Construction quality assurance and safety • Subcontractor management • Client communication

Bryant Bigelow | Superintendent



As Project Superintendent, Bryant will coordinate and supervise multiple field construction projects and direct all field personnel to achieve project completion on

schedule and within contract specifications. With 16 years of professional experience, he is committed to quarterbacking internal teams through the exchange of knowledge, experience, and goal sharing to optimize strategies and operational activities.

He will be responsible for managing self-performed employees and subcontractors in all trades and performing project documentation controls, budget management, project safety audits, risk analysis and interpretation of plans and specs.

Preconstruction Phase Responsibilities	Construction Phase Responsibilities
<ul style="list-style-type: none"> • Value Engineering and constructability • Construction phasing and planning • Safety and Quality Plan preparation 	<ul style="list-style-type: none"> • Construction superintendent • Subcontractor management • Project safety audits • Risk analysis



Bret Warriner | Project Engineer/Procurement Lead



Bret has been the Project Engineer on construction projects that have ranged from \$500,000 - \$8,000,000. Bret's duties as Project Engineer and Procurement Lead will

include coordination with Owner's inspectors and subcontractors, QA/QC support and coordination, submittal preparation, procurement of equipment and materials, budget creation and management, purchase orders, lift drawings for process pipe systems and concrete ordering materials and working with engineers on value engineering and new design ideas.

Preconstruction Phase Responsibilities	Construction Phase Responsibilities
<ul style="list-style-type: none"> Design review support Procurement planning Safety and Quality Plan preparation Permit acquisition 	<ul style="list-style-type: none"> Construction engineering Procurement of materials Construction quality control and assurance CAD drawing

Team Common Experience

We know that different skill sets, disciplines and teamwork are required to deliver excellence. This is evidenced by the structure and staffing of our team. We will leverage our collective experience construct projects available for the Town of Bennett.

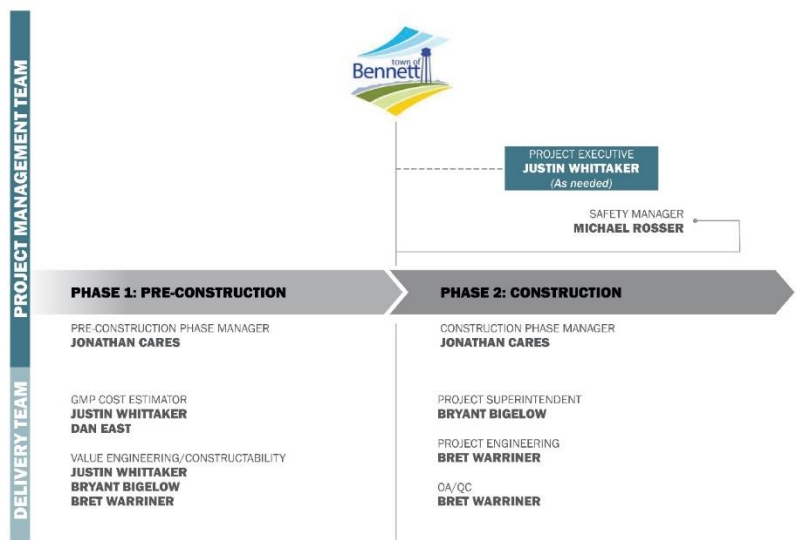
All our proposed Key Personnel are currently working together on two of Filanc's projects with the Town of Bennett.

Jonathan Cares, Bryant Bigelow, and Brett Warriner are teamed together on the Well Site 6 Phase 1 and Phase 2 projects.

Justin Whittaker oversees every project in the Rocky Mountain Region. Michael Rosser performs safety audits, inspections and trainings on each project.

Subcontractors

Filanc has many relationships with local and regional subcontractors. These relationships have been built over an extended period by the local team well beyond the years Filanc has had an office in Colorado. Management of subcontractors is a primary area of focus for us as we ensure they provide prominent levels of safety, quality, performance, and schedule. Our subcontractors are always selected with a "Best Value" mindset and not just low cost.





Approach to Performing the Required Services

Project Challenges

Filanc's core values are Respect, Integrity, Problem Solving. As risk is determined by the team, we will find solutions to best mitigate those risks as a team. We always have a "Project First" mentality. Cost, schedule, and safety are the core risks to any project. Our team from preconstruction to startup and closeout will always have these risks in mind.

Of course, no project is without risks. There are project specific risks as it relates to procurement, long lead times, material volatility, weather, safety, and Owner satisfaction.

From the onset of this project, we will populate the risk log as a team so we can problem solve the best mitigation plans. We believe that any risk the plant has is a risk that Filanc has as well. This log will be kept and updated throughout the project.

Project Management

Establishing a Collaborative Relationship

Our Preconstruction team, led by Jonathan Cares, will be fully engaged in the design and GMP development phases of the project working closely with the Town of Bennett. The general framework for CMAR collaboration includes:

- Kickoff and partnering
- Progress meetings
- Design review workshops and VE
- Cost model and schedule reviews
- Risk and contingency workshops

Our approach to establishing a collaborative relationship goes well beyond this framework. The complexity of constructability on this project will require an aggressive collaboration approach by the entire Team to best identify risks, limitations, cost, flexibility, and more.

We fully expect to be in frequent communication with representatives from the Town to exchange ideas, identify critical constructability concerns, support investigations into potential solutions and provide real-time feedback. Informal meetings and "over the shoulder" design reviews and brainstorming sessions are important tools that we will employ. Our goal will be to avoid the iterative and compartmentalized "design-review-comment-redesign" process that often results in delays and miscommunication.

Filanc will team with the Town to create a schedule that sets this project up for success. We utilize 3-week and 3-month look ahead schedules. More information on scheduling is provided later in this section.

Filanc will work closely with the Town throughout the estimating process. We will develop work packages to bid out and review with the Town to select subcontractors based on their input.

Also, throughout the project, we will utilize open book estimating. This will ensure the Town that they are receiving the best value on this Booster Station Pump Upgrades Project.

Transparency is everything. We want you to feel like we are an extension of your organization, everything we have is yours to see and all decisions are in the best interest of the project.



Cost and Schedule Control

Cost Control



We utilize ViewPoint™ construction management and accounting software to provide continuously updated status reports to monitor our cost performance. This report provides critical real-time cost and commitment information to the project team, so we always know where we are at on a project.

The project accounting reporting is updated monthly to reflect any recent changes as well as a continuous update of the expected cost at completion (ECAC). The ECAC is continually reviewed and quarterly “deep dives” are conducted with Filanc executive staff.

Scheduling



The development of the Project Schedule is a collaborative effort that requires input from the entire Project Team. However, it will be Construction Manager’s responsibility to manage and drive the project schedule. Construction Manager Jonathan will provide the Town with the single-point responsibility that is needed to resolve any challenges associated with the on-time delivery of the project. Jonathan will be supported by Filanc Primavera P6 Scheduling Specialist, Marsha Peterson.

Using Primavera P6 reports, Jonathan will be able to track project performance and forecast the anticipated start and completion of work activities and milestone dates.

Managing the project schedule is more than simply tracking the status of as-built and in-progress activities. Jonathan will also prepare 3-month look-ahead and the 3-week look-ahead schedules.

Project Management



To facilitate team communication, collaboration, and accurate record keeping, all project information will be maintained in Procore, our cloud-based project management platform. Town staff, construction management, and other designated personnel will be provided rights-based internet access to Procore. The system will contain information such as design phase drawings and cost estimates, final plans, specifications, requests for information (RFIs), purchasing control register (PCR), submittals, potential change order log, change orders, schedule, daily reports, permits, photographs, safety information, meeting minutes, and agendas. Because Procore is our standard project management platform, there will be no charge for the Town to access information.

Best Value Solutions

In performing value engineering (VE) and constructability reviews, we go to great measures reviewing the existing conditions, extended work schedules, area access, plans and specifications, and more. Our goal is to mitigate to the extent possible, the likelihood of future RFIs and change orders to optimize your investment and limit schedule impacts.

Upon completion of design phase investigation work, a complete list of VE and Constructability ideas and solutions will be presented to the Town. As a team, we can all review these ideas and solutions and determine if any would be beneficial to the Project.

Preconstruction and Construction Interface

As illustrated on our team organization chart, the interface between preconstruction and construction is built into our approach. The key members of our Phase 2 construction team will be actively engaged during Phase 1



preconstruction by contributing value engineering ideas, constructability reviews, identifying potential risks and mitigation measures. By collaborating to pre-plan construction and develop early start and subcontractor work packages, the team will fully understand the project including the schedule and budget that are finalized for construction.

Self-Perform Work

Filanc is a specialty general contractor with the ability to self-perform work in the areas of general civil and excavation, structural concrete, large and small diameter piping, miscellaneous metals and process mechanical construction.

Subcontractor Participation

Filanc will subcontract work in the fields of electrical and controls, painting, interior finishes, masonry, roofing, metal building, HVAC, plumbing, paving, potholing, and any of the areas of our preferred self-perform work that are in the best interest of the project to subcontract. Extensive advertising and outreach will be done during preconstruction to identify the local subcontracting pool and ensure the maximum amount of participation. We will also request some level of qualifications from all subcontractors. This will allow the team to evaluate qualifications as part of the subcontractor selection process.

SUBCONTRACTOR COMPLIANCE

Our enforcement procedures and protocols to ensure compliance and quality with the project are based on both our project engineering efforts and field QA/QC efforts. Our project engineers will coordinate the submittal process with subcontractors to ensure everything is correct or RFI's answered to get their submittals correct. Once the subcontractor nears mobilization our project manager and superintendent will communicate with them to ensure they are prepared and understand the scope of work

they are performing. Their work plans will be received and reviewed by our project team before any work gets started by the subcontractor. Our onsite field staff will perform QA/QC of all layout and work installation by subcontractors. Subcontractors will never be allowed to work onsite unless someone from our project management team is there.

All subcontractors must comply with the Filanc safety program. They will be provided this information and will be required to complete an onsite safety orientation before they can start work.

Developing GMP Proposals

We will collaborate with the Town to develop specific design packages for each Phase and GMP (if more than one is appropriate) to be developed in parallel during the preconstruction period. Each Phase of the project will have a separate final design, GMP and schedule at the completion of preconstruction.

Estimating will be led by Dan East and Justin Whittaker. Dan and Justin have very recent and relevant experience, having led the estimating and GMP development for all Filanc projects in Colorado.

Our Preconstruction Team will develop written bid package descriptions suitable for bidding based upon its review of the 60% and 90% design documents including any accepted VE or constructability recommendations.

The draft bid packages will be submitted to the Town for review. Comments, requested modifications, and similar matters relating to the proposed bid packages will be addressed as necessary to obtain final acceptance of the entirety of each bid package. Each bid package will identify the bid time schedule, all work, labor, materials, and services required for the package so that the project, as constructed by the Trade Contractors, is as



depicted in the contract documents issued for bidding.

GMP proposals will be developed using the transparent open book process. An initial cost model will be made for the 60% design review, with the final GMP being completed at the 90% milestone.

Reducing Uncertainty and Contingencies

We understand how important cost certainty is. Our team is fully committed to getting the Town the earliest cost estimates and GMP(s) possible. Filanc will look to prioritize vendor proposal reviews by our CMAR team along with the Town and hold a vendor selection workshop so that everyone is on the same page with regards to each vendors qualifications, costs, and technical offering prior to selection and incorporation into the project GMPs.

The more certainty we have the less contingency we will need. Our job is to provide the necessary feedback to the team during preconstruction to ensure the design is complete and leaving minimal uncertainty during construction. Any remaining uncertainties will be identified in a risk log that will help the team determine the appropriate amount of contingency needed for construction. As we saw last year when COVID-19 hit, anything is possible, and we want to be sure and have adequate contingency for things beyond just unforeseen conditions once we start digging.

Project Procurement Plan

At the onset of preconstruction for each Phase of work we will create a procurement plan to share with the Town. This plan identifies everything that goes into the advertising, prequalifying, outreach, bid package development, soliciting, bid receiving, bid evaluation, selection, and boundaries we have as the CMAR to procure without approval. This will be a living document as design matures

and we need to add specific vendor types to the plan.

Safety Program Summary

Our approach is based on proven safe work practices and innovative methods that improve communication and eliminate complacency regarding safety. The program is designed to comply with all OSHA requirements (29 CFR, Part 1910 & 1926), USACE Safety and Health Requirements Manual (EM 385-1-1) and tailored to meet specific contract requirements.

Day-to-day responsibility for safe construction will be the responsibility of onsite Construction Manager. They will collaborate with Safety Director Michael Rosser to develop a project-specific plan that identifies all local emergency response specifics, anticipated construction activities and areas of major risk. The plan will contain Job Hazard Analyses (JHAs) for each identified activity from our existing JHA database. Before the start of construction, the JHAs will be reviewed with onsite construction staff and modified as necessary to address site-specific conditions.

The Safety Manager is responsible for the overall safety performance on all work performed as part of the project by all employees and subcontractors. He will delegate responsibility for monitoring safety performance by Filanc staff and Subcontractors to trained and qualified Site Safety personnel. Safety personnel will monitor safety performance at all work sites, perform daily inspections, maintain the Deficiency Tracking Log, coordinate Activity Hazard Assessment (AHA) development and submittal/transmittal of supporting safety documentation, and lead tailgate safety briefings.

Safety tailgate meetings are held daily. Every employee working on-site must attend and participate in these discussions. These discussions help inform the employees of the

surrounding hazards and what has been put in place to safeguard the hazards. These meetings not only inform our employees, but they also give them an opportunity to address their concerns and resolve them prior to starting the day's activities.

The Team will also make sure the Town staff and all other visitors' safety is the top priority and would expect participation in daily safety meetings as well as safety talks with visitors prior to entering the work areas.

Quality Assurance/Quality Control Program

We recognize that building a high-quality project requires both Quality Assurance (QA) and Quality Control (QC). QA during construction will be the responsibility of Construction Manager Jonathan Cares. Project Engineer Bret Warriner will independently serve as the Construction Quality Manager (CQM) with responsibility for development of the project-specific Construction Quality Plan (CQP).

Our Construction Management Team will work in concert with the Town's Representatives to develop and implement policies and procedures that will include the appropriate level of checks and balances to ensure quality throughout the project.

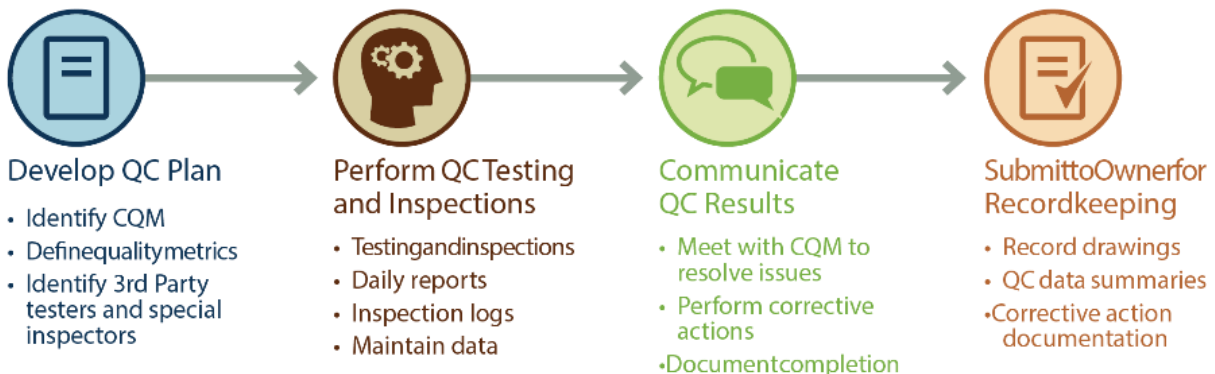
Our onsite Project Engineers and Superintendents will assume the main

responsibility for implementation of the CQP with regular review and oversight by the CQM.

The CQM has the overall responsibility for QC and will coordinate and document all testing reports, including equipment inspections; earthwork testing; electrical installation and loop testing; structural tests; equipment installation; pumps and piping systems; and special inspections.

The goal of the QC program is to ensure that the entire project is constructed safely, efficiently, and in conformance with the applicable contract documents. The CQP will incorporate numerous tests to ensure durability and mitigate the need for future repairs. This extends ultimately through every subcontractor and includes organizations who supply material for this project. Every individual working at the project sites will be aware of their contribution to quality. It shall be the responsibility of the CQM to discern how the various provisions of this program are applied.

Filanc has a reputation for delivering the highest quality work. The only way you remain in business for over 68 years is by delivering safe, high quality projects. Our proposed project team is second to none in this category. We are your best choice to deliver the highest quality project.





Engineering References

Firm	Contact	Phone	Email	Project
Jacobs Engineering	Ethan Ford, PE	(720) 286-5862	Ethan.ford@jacobs.com	33 rd Street Pump Station and Intake Structure
Dewberry	Chad Weaver, PE	(303) 825-1802	cweaver@dewberry.com	Wolf Ranch Pump Station (CMGC)
Aqua Engineering	Nick Graue, PE	(720) 667-1250	Nick.graue@aquaeng.com	Bennett Well 6: Phase 1 (DBB) and Phase 2 (CMAR)
Carollo Engineers	Becky Luna	(303) 635-1220	bluna@carollo.com	South Platte Renew Biogas (CMGC)

Trust

FILANC



Appendix A – Bonding Letter

Everest National Insurance Company
461 5th Avenue – 4th Floor
New York, N.Y. 10017
Tel: (646) 828-5001



EVEREST

August 31, 2021

Town of Bennett
207 Muegge Way
Bennett, CO 80102

RE: J.R. Filanc Construction Company, Inc.
Prequalification for Construction Manager at Risk for the Town of Bennett Booster Station Pump Upgrades

To Whom It May Concern:

J.R. Filanc Construction Company, Inc. is a highly regarded and valued surety account of Everest Reinsurance Company (Surety). Everest Reinsurance Company is rated A+ by AM Best and are among the highest of any insurance and financial services organization in the world. Additionally, Everest is listed in the U.S. Department of the Treasury acceptance report with an underwriting limit of \$355,070,000. We are willing to provide bonding support to **J.R. Filanc Construction Company, Inc.** on projects in an amount up to **\$85,000,000 single / \$100,000,000 aggregate**, this would not preclude consideration of projects in excess of the above amount.

Please note that the decision to issue performance and payment bonds is a matter between **J.R. Filanc Construction Company, Inc.** and the Surety, and will be subject to review and approval of the contract terms and conditions, the bond forms, confirmation of adequate project financing, and the application of such other underwriting criteria as may be pertinent at the time such bonds are requested.

This letter is not an assumption of liability, nor is it a bid bond or a performance bond. It is issued as a bonding reference requested from us by **J.R. Filanc Construction Company, Inc.**

Sincerely,

Everest Reinsurance Company,

Lawrence F. McMahon, Attorney-In-Fact
Alliant Insurance Services, Inc.
701 B Street, 6th Floor, San Diego, CA 92101
lmcmahon@alliant.com
619-238-1828



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

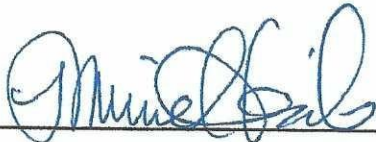
On August 31, 2021 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

personally appeared Lawrence F. McMahon
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Lawrence F. McMahon, Ryan E. Warnock, Christopher Conte, Sarah Myers, Janice Martin, Tara Bacon, Maria Hallmark

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.


RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.




Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company


By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

**LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023**

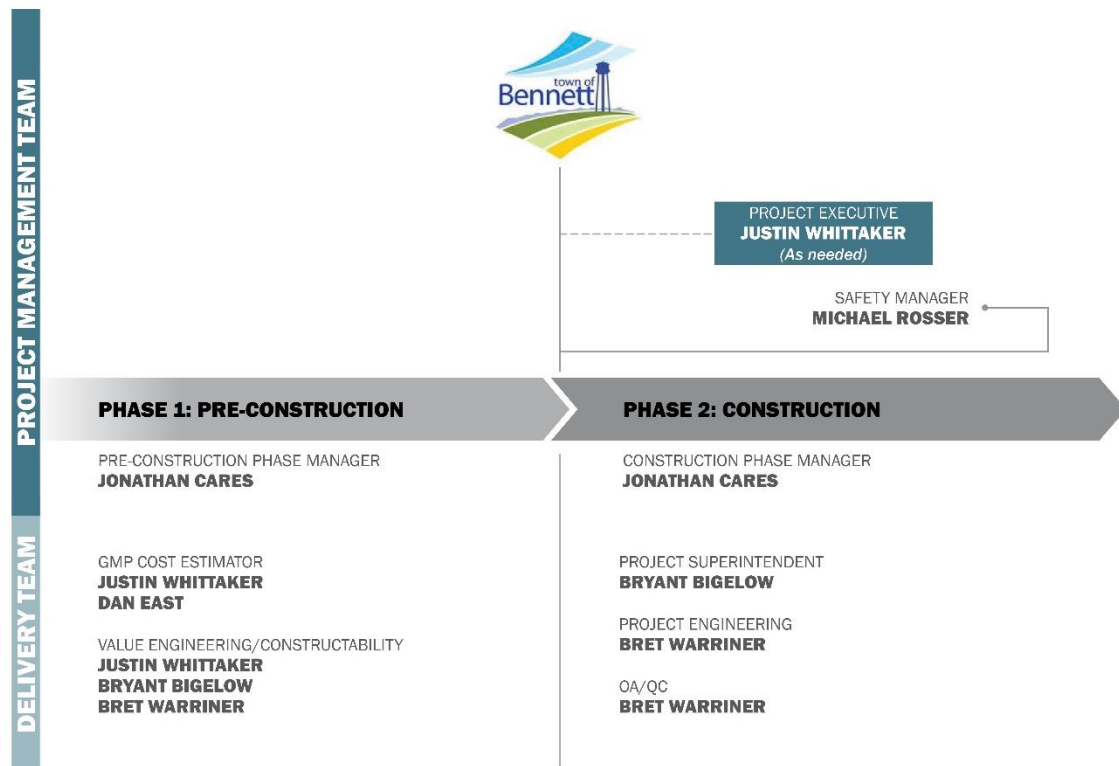


Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 31st day of August 2021.



Appendix B – Key Personnel Resumes



Justin A. Whittaker

Regional General Manager



Justin has been in the construction industry for over 20 years. Mr. Whittaker serves as the General Manager for the Rocky Mountain Region responsible for the daily operations issues for projects in the region. These issues include, among many other duties, supervising all superintendents, directing the implementation of schedules to assist in the management of field resources, providing input and review of construction schedules and maintaining effective communications with owners, owner's representatives and engineers. Justin also serves as the cost estimator for all of the Rocky Mountain Region projects and serves as the GMP cost estimator on all design-build and CMAR projects. Mr. Whittaker has personally estimated over \$750MM in Colorado projects in the last 10 years.

Mr. Whittaker has held a wide range of job positions which has given him extensive experience with many aspects of the construction process with both water and wastewater treatment plants. These positions include President, Director of Preconstruction, Chief Estimator, Project Manager, Lead Estimator, as well as Business Development and Marketing. Having worked in various levels of the construction process, Mr. Whittaker's considerable knowledge and skills he has gained over his career of the entire construction process ensures a successful and high-quality project.

Experience

23 years

Joined Firm

2011

Certifications

Design Build Institute of America (DBIA) Certificate of Mastery

Organizational Leadership

Past Rocky Mountain Region DBIA Board Member and past Water / Wastewater Committee Chair

Well Site 6 Improvements: Phase 2 (CMAR), Town of Bennett, Colorado

Project Executive. \$3.2 million. Phase 2 of this project includes an new 1MG bolted steel storage tank, a new booster pump station capable of pumping 1,000gpm, piping to connect the new tank and pump station to the existing Well 6, disinfection system equipment, electrical and controls, and various site improvements.

Well Site 6 Improvements: Phase 1, Town of Bennett, Colorado

Project Executive. \$597,000. This project is the construction of site improvements to equip a new potable water well for the Town of Bennett. Work includes installing a new well pump, flush hydrant, gate valve and hydrant service line, 6-inch PVC and gate valve,

well manifold vault, 8-inch C-900 PVC pipe and gate valve, temporary chlorine building, 16-inch hot tap, service line, curb stop, and sampling station. Work also includes making a connection between a 12-inch discharge line and a 16-inch distribution line, and the removal of chlorine injectors and installing new plugs in the existing well vaults. This project includes all site work, grading, electrical and controls.

Lift Station A Replacement (CMAR), City of Northglenn, Colorado

Project Executive. \$9.9 million (GMP). This project includes the complete replacement of Lift Station A and includes the construction of a 10.5 MGD sanitary sewage lift station, four (4) submersible pumps located in a dual chamber CIP concrete wet well, prefabricated electrical and controls

Justin A. Whittaker

Regional General Manager

enclosure housing switch gear, VFDs and controls. Also included is an emergency/backup generator capable of providing full electrical loads, valve, and metering vaults, 8" – 24" DIP process and buried site piping and fittings, and surge/transient mitigation equipment.

Wemlinger WPF Filter Rehabilitation (#1 and #6), City of Aurora, Colorado

Regional General Manager/Project Executive. \$401,000. This project includes the rehabilitation of Filters #1 and #6, which will include the removal and disposal of all filter media, inspection and repair (if needed) of the filter underdrain system, replacement of the filter-to-waste, filter effluent, and backwash supply valves and actuators, replacement of turbidimeters, replacement of filter effluent flow transmitters, and filter differential pressure transmitters.

33rd Street Pump Station and Intake Structure, Colorado Springs Utilities, Colorado Springs, Colorado

Regional General Manager/Project Executive. \$7.6 million. The completed 33rd Street Pump Station and Intake Construction project will provide Colorado Springs Utilities with a new 10 MGD raw water pump station, diversion structure, and intake and connection to the existing pump line.

Work includes demolition of the existing creek access ramp and intake structure to facilitate installation of new diversion and intake structures, as well as construction of a new 10 MGD vertical turbine pump station, equipped with four low voltage electric motors and vertical turbine

canned pumps. The pump station includes an integral electrical room equipped with variable frequency drives, motor control centers, control panels, and transfer switch.

Parker Water Resource Centralization Project Well House Modifications/Bradbury Tank/Canyons Pump Station (Design-Build), Parker Water and Sanitation District, Colorado

Regional General Manager. \$6.5 million. The Work under this subcontract includes all mechanical modifications at the Parker North Peaking Well, Parker Ridge Peaking Well, Rueter Hess Well Facility, Regional Pump House, Hess 1 Well Facility, Hess 2 Well Facility, Neu Towne Well Facility, Bradbury Well Facility, Regency Well Facility, Bulk Fill Station, Clarke Farms Well Facility, Reatta North Well Facility, and Rowley Downs Well Facility. These well house modifications will transition the District from chlorine gas to monochloramine disinfection utilizing sodium hypochlorite and liquid ammonium sulfate. Work on the project also includes a new concrete water storage tank and a new pump station.

Wolf Ranch Pump Station (CMGC), Colorado Springs Utilities, Colorado Springs, Colorado

Preconstruction Manager/GMP Estimator. \$5.85 million. Construction of an above grade pump station that includes four (4) fire flow vertical turbine pumps, two (2) vertical turbine duty pumps, two (2) hydro pneumatic and surge control tanks, two (2) air compressors, and duplex pump station. Work also includes removal of a 24" check valve, HVAC work, yard piping, electrical, and

instrumentation and controls.

Bennett New Elevated Water Storage Tank, Town of Bennett, Colorado

Regional General Manager. \$2.2 million. Construction on this project includes a new 0.5 million gallon elevated multi-column steel water storage tank and control building to provide water storage for the Town of Bennett, Colorado. Work also includes construction of a new single story, wood framed control building with a metal roof. Equipment for this project includes a recirculation pump, process piping, valves, monitoring equipment, chemical injection assemblies, electrical equipment, instrumentation, plumbing and HVAC.

Bachelor Gulch 1 Booster Pump Station Improvements, Upper Eagle Regional Water Authority, Avon, Colorado

Regional General Manager. \$487,000. This project includes demolition of existing pump station equipment; installation of pump around connections, new booster pumps, suction and discharge piping, valves, motor control center, remote terminal unit, space heater, and associated appurtenances.

Littleton/Englewood WWTP Pipeline Injection Project (CMGC), South Platte Water Renewal Partners, Englewood, Colorado

Preconstruction Manager/GMP Estimator. \$5.2 million. This project includes construction of a biogas treatment system to convert digester gas into renewable natural gas for injection into Xcel Energy's (Xcel) natural gas pipeline.

Jonathan Cares

Project Manager



Mr. Cares is a project manager for the Rocky Mountain Region of Filanc. He has nearly 10 years of experience in all phases of heavy and industrial construction projects with an emphasis on wastewater and water infrastructure. Mr. Cares has progressed through the positions of field and estimator, field engineer, QC manager, and Project Manager on treatment plant projects ranging in value from \$475,000 to over \$135M. Mr. Cares has overall responsibility for delivering projects safely while upholding high standards of quality and client service.

Well Site 6 Improvements: Phase 2 CMAR, Town of Bennett, Colorado

Project Manager. \$3.2 million. Phase 2 of this project includes a new 1MG bolted steel storage tank, a new booster pump station capable of pumping 1,000gpm, piping to connect the new tank and pump station to the existing Well 6, disinfection system equipment, electrical and controls, and various site improvements.

Well Site 6 Improvements: Phase 1, Town of Bennett, Colorado

Project Manager. \$597,000. This project is the construction of site improvements to equip a new potable water well for the Town of Bennett. Work includes installing a new well pump, flush hydrant, gate valve and hydrant service line, 6-inch PVC and gate valve, well manifold vault, 8-inch C-900 PVC pipe and gate valve, temporary chlorine building, 16-inch hot tap, service line, curb stop, and sampling station. Work also includes making a connection between a 12-inch discharge line and a 16-inch distribution line, and the removal of chlorine injectors and installing new plugs in the existing well vaults. This project includes all site work, grading, electrical and controls.

Vail Pass Rest Area Improvements, Vail, Colorado

Project Manager. \$2.1 million. Demolish entire existing treatment process and install a new membrane system, new blowers, a new generator, a new screen press as well as various instruments and chemical systems. Encased mechanical piping in new slab as well as a new wall separating basins. Providing and installing new lab instruments and storage as well as landscape improvements.

Gun Club Pump Station Improvements, Aurora, Colorado

Project Manager. \$4.2 million. Replacement of (2) Vertical Turbine Pumps to existing pump station. Replacement of (4) 100 horsepower motors to existing pumps. New generator, transformer, (2) MCC's, (2) Switchboards and Automatic Transfer Switch. Mechanical improvements with landscaping system, asphalt and new roof system with other civil modifications.

Education

B.S., Science of
Construction Management
- Bowling Green State
University, 2012

Project Manager Academy,
National Center for
Construction Education
and Research - Clemson
University

Experience

9 years

Joined Firm

2021

Professional Affiliations

- Design Build Institute
of America (DBIA)

Jonathan Cares

Project Manager

Lafayette Solids Handling Improvements, Lafayette, Colorado

Project Manager. \$2.1 million.

New Digested Sludge Holding Tank, New WAS holding tank with miscellaneous yard pipe and mechanical improvements.

WAS pump stations, chemical feed systems, power feed system, and modification of the existing secondary clarifiers.

Loveland Modulating Valve Vault, Loveland, Colorado

Project Manager. \$750,000. Line stop of 36" drinking water line with replacement of piping in buried valve vault along with (2) 36" butterfly valves, (1) 30" butterfly and electric valve actuators with miscellaneous site improvements.

Elkhorn Ranch Chlorination Vault

Project Manager. \$475,000.

Precast chlorination vault with new piping, chemical injectors and new VFD.

Woodman Hills Wastewater Treatment Facility

Project Manager. \$8.2 million

New aeration basins with new WAS tank along with new yard piping, renovated offices, new clarifiers, and mechanical improvements.

Sherman Wastewater Treatment Improvements

Project Manager/Quality Control

Manager. \$24 million. New membrane filtration system. New meter vaults and clearwell tie in to existing tank.

Metro PAR 1085, Henderson, Colorado

Mechanical Field Engineer. \$135 million. 240-mgd primary effluent pump station, blower building with five 30,000 scfm single-stage centrifugal blowers, mixed liquor recycle pump stations, RAS/

Bryant Bigelow

Superintendent



As Project Superintendent Mr. Bigelow coordinates and supervises multiple field construction projects and directs all field personnel to achieve project completion on schedule and within contract specifications. With 16 years of experience as a Superintendent, Bryant is committed to quarterbacking internal teams through the exchange of knowledge, experience and goal sharing to optimize strategies and operational activities.

He is responsible for managing self-performed employees and subcontractors in all trades and performing project documentation controls, budget management, project safety audits, risk analysis and interpretation of plans and specs.

Well Site 6 Improvements: Phase 2 (CMAR), Town of Bennett, Colorado

Superintendent. \$3.2 million. Phase 2 of this project includes an new 1MG bolted steel storage tank, a new booster pump station capable of pumping 1,000gpm, piping to connect the new tank and pump station to the existing Well 6, disinfection system equipment, electrical and controls, and various site improvements.

Well Site 6 Improvements: Phase 1, Town of Bennett, Colorado

Project Manager. \$597,000. This project is the construction of site improvements to equip a new potable water well for the Town of Bennett. Work includes installing a new well pump, flush hydrant, gate valve and hydrant service line, 6-inch PVC and gate valve, well manifold vault, 8-inch C-900 PVC pipe and gate valve, temporary chlorine building, 16-inch hot tap, service line, curb stop, and sampling station. Work also includes making a connection between a 12-inch discharge line and a 16-inch distribution line, and the removal of chlorine injectors and installing new plugs in the existing well vaults. This project includes all site work,

grading, electrical and controls.

Lift Station A Replacement (CMAR), City of Northglenn, Colorado

Area Superintendent. \$9.9 million (GMP). This project includes the complete replacement of Lift Station A and includes the construction of a 10.5 MGD sanitary sewage lift station, four (4) submersible pumps located in a dual chamber CIP concrete wet well, prefabricated electrical and controls enclosure housing switch gear, VFDs and controls. Also included is an emergency/backup generator capable of providing full electrical loads, valve, and metering vaults, 8" – 24" DIP process and buried site piping and fittings, and surge/transient mitigation equipment.

SPWRP Civil-Electrical Improvements, South Platte Water Renewal Partners, Englewood, Colorado

Area Superintendent. \$8.5 million (GMP). This project includes a variety of civil and electrical projects at the south Platte Water Renewal Partners facility located in Englewood, Colorado.

The scope of the civil portion of the

Experience

16 years

Joined Firm

2020

Certifications

- US Army COE – QC Certification
- HazMat Training
- American Red Cross First Aid and CPR
- Caterpillar Safety Training for Operators of Rough Terrain Forklifts
- Defensive Driving Small Vehicles
- Awareness Training for Asbestos Flooring Material
- Supervisor Safety Training
- Lead Abatement Certification
- Environmental Erosion Control Certification
- Heavy Equipment Certification

Bryant Bigelow

Superintendent

project includes repair and replacement of yard hydrants and isolation valves, rehabilitating four (4) slide gates at the primary clarifier splitter box, rehabilitating two (2) slide gates in the solids contact tanks (SCT), rehabilitating and replacing interceptor piping and manholes including abandoning-in-place the existing diversion structure, rehabilitating the Service Center Pump Station, installing cured-in-place piping in the drain piping of the SCT and replacing piping in the Secondary Sludge Pump Station (SSPC), replacing 12-inch and 24-inch drain valves at trickling filter (TF) No. 1 with two (2) plug valves, replace two (2) 6-inch and two (2) 12-inch centracte valves outside the centracte holding tank with new plug valves in two (2) new precast valve vaults and relocating/reinstalling existing motorized valve actuators with new base plates, replacing 12-inch plug valve on centracte tie-in to subnatent in new manhole, and replacing 30-inch drain valve at nitrifying trickling filter surge tank (NTFST) with new 30-inch plug valve.

Gunnison WWTP Modernization and Energy Efficiency Improvements (CMAR), City of Gunnison, Colorado

Superintendent. \$12.4 million (GMP). This project will replace major process equipment that is obsolete or unable to provide another 20 years of useful life, significantly reduce the facility's overall energy consumption, and pre-position the City to more cost-effectively meet more stringent nitrogen and phosphorus discharge requirements should they be added to future discharge permits due to Regulation 31, Regulation 85, or the imposition of a total maximum

daily load on the Gunnison River or Blue Mesa Reservoir.

Job Order Contract, Fort Riley, Kansas

Superintendent. This contract consisted of nearly 200 individual task orders ranging in cost from \$2,500 - \$25 million. The duration of this contract was four (4) years.

Sheraton Safari Hotel, Orlando, Florida

Superintendent. \$30 million. Construction of the new Sheraton Safari Hotel in Orlando, Florida. Mr. Bigelow was the Superintendent on this project.

Westgate Vacation Villas, Orlando, Florida

Superintendent. \$100 million. Mr. Bigelow was the Superintendent of this project that included over 6,000 units being constructed in two (2) years.

DeBry Construction, Florida

Owner. Mr. Bigelow was the Owner of Derby Construction in Florida. This company built spec homes that ranged from \$250,000 - \$500,000.

Childers Corp., Houston, Texas

Owner. Mr. Bigelow owned the company that built steel building for Childers Corp. This included erecting US Post Offices and US Mints throughout the Country. Projects ranged from \$14,000 - \$5 million.

Goodyear Tire Factory, San Francisco, California

Superintendent. \$5 million. This project included the complete re-roofing of the Goodyear Tire Factory in San Francisco, California.

Bret Warriner

Project Engineer



Bret is a recent graduate from Colorado State University, where he graduated with a degree in Construction Management. Bret was an intern with Filanc for two summers before graduating and being hired as a full-time project engineer. His duties include coordination with owner's inspectors and subcontractors, QA/QC support and coordination, submittal preparation, procurement of equipment and materials, budget creation and management, purchase orders, lift drawings for process pipe systems and concrete ordering materials and working with engineers on VE and new design ideas, AutoCAD and as-builts drawings.

Experience

3 years

Joined Firm

2020

Education

B.S., Construction Management, Colorado State University, Fort Collins 2020

Certifications

- OSHA 10-Hour
- CPR/Basic First Aid

Well Site 6 Improvements: Phase 2 CMAR, Town of Bennett, Colorado

Project Engineer. \$3.2 million. Phase 2 of this project includes a new 1MG bolted steel storage tank, a new booster pump station capable of pumping 1,000gpm, piping to connect the new tank and pump station to the existing Well 6, disinfection system equipment, electrical and controls, and various site improvements.

Well Site 6 Improvements: Phase 1, Town of Bennett, Colorado

Project Manager. \$597,000. This project is the construction of site improvements to equip a new potable water well for the Town of Bennett. Work includes installing a new well pump, flush hydrant, gate valve and hydrant service line, 6-inch PVC and gate valve, well manifold vault, 8-inch C-900 PVC pipe and gate valve, temporary chlorine building, 16-inch hot tap, service line, curb stop, and sampling station. Work also includes making a connection between a 12-inch discharge line and a 16-inch distribution line, and the removal of chlorine injectors and installing new plugs in the existing well

vaults. This project includes all site work, grading, electrical and controls.

33rd Street Pump Station and Intake Structure, Colorado Springs Utilities, Colorado Springs, Colorado

Project Engineer. \$7.6 million. The completed 33rd Street Pump Station and Intake Construction project will provide Colorado Springs Utilities with a new 10 MGD raw water pump station, diversion structure, and intake and connection to the existing pump line.

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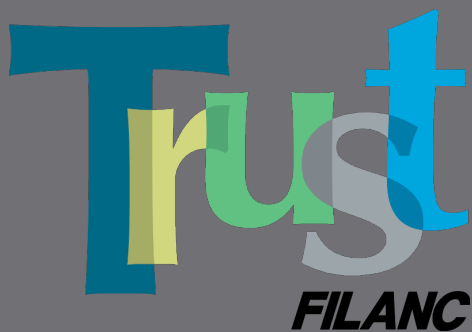


Bret Warriner

Project Engineer

Wolf Ranch Pump Station (CMGC), Colorado Springs Utilities, Colorado Springs, Colorado

Intern. \$5.8 million. This project involves construction of an above grade pump station that includes four (4) fire flow vertical turbine pumps, two (2) vertical turbine duty pumps, two (2) hydro pneumatic and surge control tanks, two (2) air compressors, and duplex pump station. Work also includes removal of a 24" check valve, HVAC work, yard piping, electrical, and instrumentation and controls.



Submitted by:
J.R. FILANC CONSTRUCTION COMPANY, INC.
455 W. 115th Avenue, Suite 3
Northglenn, CO 80234
(303) 376-6337

www.filanc.com

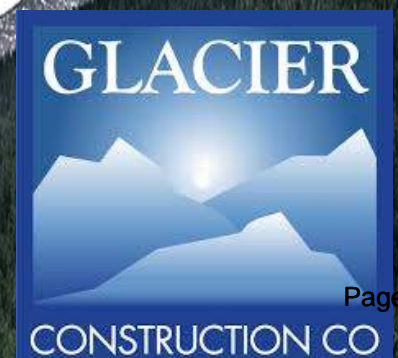
STATEMENT OF QUALIFICATIONS FOR:

TOWN OF BENNETT BOOSTER STATION PUMP UPGRADES

SEPTEMBER 01, 2021

PREPARED FOR:

**TOWN OF BENNETT
207 MUEGGE WAY
BENNETT, CO 80102**



September 1, 2021

Town of Bennett
207 Muegge Way
Bennett, CO 80102

Re: Statement of Qualifications – Town of Bennett Booster Station Pump Upgrades

Dear Mr. Rick Martinez, Mr. Dan Giroux and Selection Committee Members,

Glacier Construction Co., Inc. (Glacier) is excited to provide our Statement of Qualifications (SOQ) for the opportunity to serve as the selected Construction Manager at Risk (CMAR) for the Town of Bennett (Town) Booster Station Pump Upgrades. Our preconstruction and construction team will focus on what is most important to you; keeping your existing facilities online, cultivating trust and partnership for effective team building and commitment. Glacier has created this proposal around the (4) four main principals to drive results:

1. **Maintenance of Plant Operations First Mentality (MOPF):** Proactive planning with no surprises. Our proposed team has built numerous projects in existing facilities, and they understand the critical nature of facility operations.
2. **Continuity of Staff:** We offer complete client confidence that our team will be consistent throughout the project. The team will focus on partnering and collaboration to understand your goals and will deliver. We commit to the same project team from start to finish.
3. **Schedule:** Our team will spearhead the effort for required completion by developing a detailed schedule early in the process that will empower a well-coordinated design, construction, commissioning, and acceptance testing plan.
4. **Expertise:** Command in design and construction phase services. From initial site layout, all the way up through installation of yard piping, process equipment such as pumps, meters and electrical/I&C, our proposed team possesses the right experience needed to deliver maximum value to your project.

We are a highly qualified company who understands the complexity of this project, the needs of the Town, and the project's importance to the surrounding communities. Everything we do in construction is for our clients. Let our family help yours, we are ready.

Yours very truly,
Glacier Construction Co., Inc.

A handwritten signature in blue ink, appearing to read "R. Wambsganss".

Randall L. Wambsganss
President, Glacier Construction Co., Inc.
5460 South Quebec Street • Suite 200 • Greenwood Village, Colorado 80111
Phone (303) 221-5383 • Fax (303) 221-5385 • rw@gcci.com

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****NOTE:** The above Table of Contents is interactive with this document. Click on the exhibit, attachment, or subsection name to link to the appropriate section.



GENERAL INFORMATION

"WE GOT TO THAT NUMBER AT GMP AND HELD TO THAT NUMBER THROUGH CONSTRUCTION IN A PANDEMIC. THE QUALITY ON THIS JOB WAS FLAWLESS BETWEEN WHAT GLACIER AND THE SUBCONTRACTORS DID."

GREG TETER - DIRECTOR
PARKVILLE WATER DISTRICT

WE ARE THE RIGHT PARTNER FOR THE TOWN OF BENNETT:



Why? It starts with proof from specialty water and wastewater experience, superior client satisfaction and repeat clients that like the way we collaborate and perform. Our team leads our 'Culture of Accountability' and our motto to **"Do What We Say We Will Do"**. We plan together and work that plan.

Strong communication and information sharing will foster the team development and provide confidence to

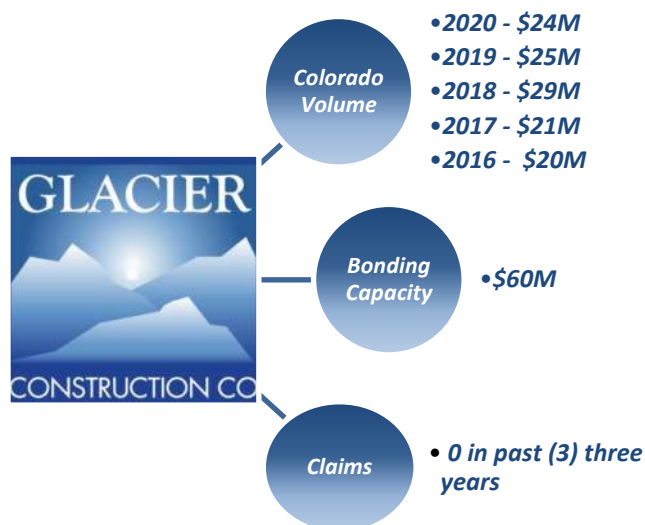
the Town and consultants. You will be able to rely on our team through open and transparent communication on cost, schedule, and anything else the project demands. Unlocking value in the preconstruction and construction process will be at the forefront of all our recommendations and decisions. Our team will implement and oversee a superior quality plan to provide acceptable quality and avoid rework. We are a close knit and family focused company; our team strength, focus and compatibility are advantages. Our reputation relies on our integrity, as we provide a comprehensive and undivided team with strong moral principles from start to finish. We will build healthy and unified relationships early on, and at the completion of the project, our relationship will be even stronger. Trust us, we are here for you. That in essence, is **THE GLACIER WAY.**

We are a 100% employee owned, employee-oriented company. The Town will have multiple owners of Glacier actively working towards the success and best interest of your project. This will result in a higher level of commitment that other firms cannot offer. Having leadership as shareholders means we care greatly about your experience, your reference after this job, and future project success for you.

Based in Greenwood Village, Colorado, our focus, and expertise is in wastewater/water treatment plants and expansion, pump stations, lift stations, water transmission projects, filter rehabilitation and industrial type construction. Incorporated on July 25th, 1997, we are a young, dynamic, and growing company that is dedicated to excellence and client fulfillment. We have successfully completed over 300 projects in our 24-year history and are always looking for ways to continuously improve.

We are a steward in collaborative delivery in the design and construction of projects. With involvement in the Design Build Institute of America (DBIA) and Construction Management Association of American (CMAA) we have seized the opportunity to enhance our knowledge and understanding of the design and construction of projects through a collaborative process. We understand what process and requirements to successfully complete a project using an Open Book, collaborative delivery method.

Glacier has not had any claims arising from a contract which resulted in litigation, arbitration or administrative hearing within the last three years.



BONDING:

Berkley Insurance Company
Agent - IMA of Colorado
 1705 17th Street, Suite 100
 Denver, CO 80202
 David Dondlinger (800) 813-0203
 Please see Appendix A for Surety Letter

INSURANCE:

IMA of Colorado
 1705 17th Street, Suite 100
 Denver, CO 80202
 Emmy Jennings (303) 534-4567
 Refer to Appendix A for a Certificate of Insurance.



Glacier team working on completion of pump installation.

LICENSE:

Refer to Appendix A for a list of current Licenses that Glacier has in Colorado.

SAFETY AND PERFORMANCE:

Up front planning and legwork will ensure mitigation of activity risk. Our commitment to safety is based on our vision to create a working environment that places the highest value on the welfare of the



I'VE NEVER SEEN A SAFETY TEAM MANAGE A JOB AS WELL AS THEM IN MY 49-YEAR CAREER.

GRET TETER — DIRECTOR,
 PARKVILLE WATER DISTRICT

individual, to instill a sense of ownership and to embrace excellence in all aspects of performance. Our goals are simple; to create added value for our customers through best-in-class performance in environment, safety, and health. The path to achieve these goals includes work planning, hazard analysis, and hazard control. We will seek and secure active employee and subcontractor participation while integrating the Town's requirements and expectations. Glacier also performs monthly trainings for all our field and supervision team on applicable safety risks in our industry.

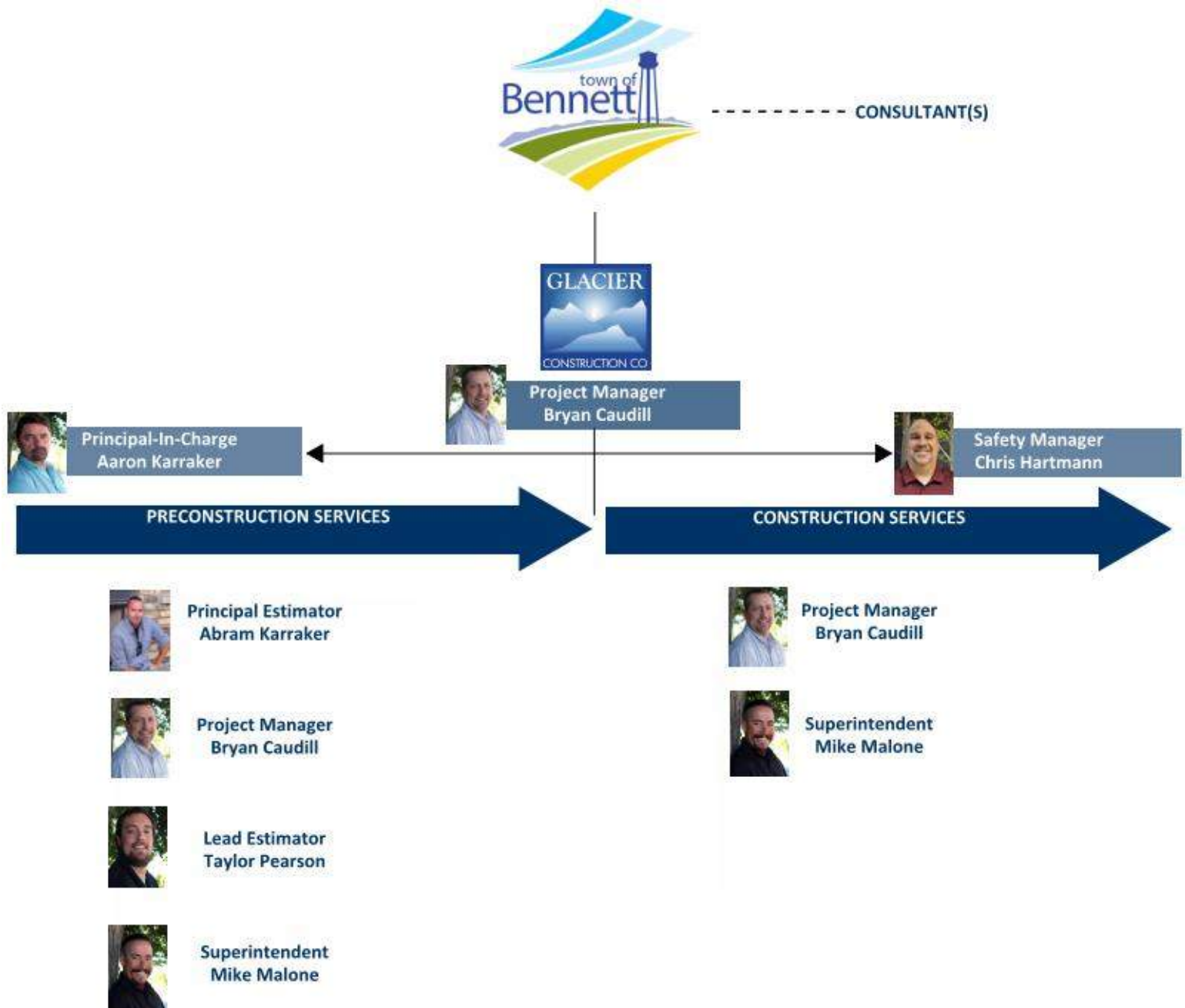
Safety Service:

Our safety program and management responsibilities are not only for our staff, subcontractors and suppliers, but also for the Town and applicable consultants. Protection and safety of all team members is a top priority. We will provide progress meeting updates on safety, job safety walks, information sharing and involvement in all jobsite toolbox discussions and safety stand downs.

This service and involvement equates to empowerment of safety management. Our goal is for all parties to be part of our culture and to have a voice. Our team allows stop work orders for all of our team members for safety risks or unsafe conditions. This stop work authority allows all staff to have each other's back and the positive results can be seen in our safety record.



ORGANIZATIONAL CHART:





EXPERIENCE AND QUALIFICATIONS OF THE FIRM/TEAM

"GLACIER'S FIELD PERFORMANCE WAS EXCELLENT. THEY WERE OPEN TO IDEAS AND WORKING THROUGH MY CONCERNS TO FIND A BETTER WAY AND STILL MEET SPECIFICATIONS"

*JONATHAN HARRIS, P.E. - RESIDENT ENGINEER
CAROLLO ENGINEERS*

ASSIGNED KEY PERSONNEL:

Our best and brightest team members and resources will be tasked on this project. We have the field and management staff available to start the process now. Our team knows how to work well together, and successfully collaborate internally and externally to complete the project. There will be no learning curves and constant communication and coordination will be had with all project team members. This team includes personnel who have dedicated themselves to completing major projects successfully, on time and under budget on previous as well as current projects. Glacier is very familiar with standards, requirements, and procedures necessary to meet the Town's desires. **Refer to Appendix B for Key Project Staffing Resumes.**

**Principal-in-Charge:**

The Principal-in-Charge for your project will be Aaron Karraker. Aaron is very knowledgeable of the construction process, and as the Vice-President of Glacier, has the authority to commit the resources required to execute the project. Aaron's typical duties will include:

- Oversee entire project team
- Attend stakeholder meetings
- Attendance of preconstruction/Progress/closeout meetings
- Provide financial support

**Project Manager:**

The Project Manager for your project will be Bryan Caudill. Bryan will be responsible for all aspects of the project. Bryan will serve as the overall PM for the preconstruction and construction phases. Bryan's typical duties will include:

- Subcontracts
- Purchase Agreements
- Change Orders
- Monthly Pay Applications
- Cost Control

**Superintendent:**

The Superintendent for your project will be Mike Malone. Glacier's greatest strengths flow from our Superintendents. Mike is among the finest in the industry, adding to the valuable Glacier Superintendent staff, that has been recognized locally and nationally. Mike is dedicated to the daily success of each one of his projects, as well as the health and well-being of all project team members. Mike's typical duties will include:

- Value Engineering
- Constructability reviews
- Ensuring safety policy is being administered
- Managing weekly labor reports, crew sizes, production rates, methods of construction, sizing of equipment
- Overseeing and directing all jobsite field personnel
- Overseeing and managing all subcontractors on site
- Maintaining CPM/weekly project schedules
- Oversee quality control procedures



Safety Manager:

The Safety Manager for your project, and all of Glacier projects, will be Chris Hartmann. Glacier's main goal on every project is to send each worker home safely every night. Chris will be responsible for creating a safety plan specific to each project, as well as ensuring safe working conditions for all workers. Chris will coordinate with Project Managers and Superintendents to explore possible jobsite hazards and how to address them. Chris's typical duties include:

- Risk management
- Maintain and coordinate safety policies between subcontractors and office personnel
- Safety audits
- Safety trainings
- Accident/investigation analysis
- Hazardous material management
- Emergency action plans



Principal Estimator:

The Principal Estimator for your project will be Abram Karraker. Abram is very knowledgeable of the construction process and industry. Abram will be responsible for the management of the preconstruction process for this collaborative delivery method. Abram will assist and oversee all estimating activities and in-house estimating reviews. Abram's typical duties will include:

- Manage preconstruction process
- Estimating activities
- Review of final estimate packages
- Assist in change orders
- Assist and manage preparation of studies, materials, and methods



Lead Estimator:

The Lead Estimator for your project will be Taylor Pearson. Taylor is very knowledgeable of the construction process and industry. Taylor will be responsible for the overseeing of the preconstruction process for this collaborative delivery method. Taylor will assist and lead all estimating activities and in-house estimating reviews. Taylor's typical duties will include:

- Oversee preconstruction process
- Estimating activities
- Review of final estimate packages
- Assist in change orders
- Assist and manage preparation of studies, materials, methods and cost estimates

ESTABLISHED EXPERIENCE:

Iris and Cherryvale Pump Station — Boulder, CO

This project included demolition and improvements at the existing Iris Booster Pump Station No. 1, including new check valves, air release valves and magnetic flow meter. Construction of a new Iris Booster Pump Station No. 2, including two 150-horsepower horizontal split-case centrifugal pumps and associated piping, valves and appurtenances. Demolition and improvements at the existing Cherryvale Booster Pump Station, including three 150-horsepower horizontal split-case centrifugal pumps, new check valves, air release valves and magnetic flow meter. The work included yard piping and irrigation of the sites.



Year Started: (NTP) 05/17/2019
Actual Completion Date: 06/11/2010
Role: General Contractor
Initial Contract Value: \$1,023,000.00
Owner:
 City of Boulder
 Randy Earley (303) 441-3061

Scheduled Completion Date: 05/12/2010
Actual Completion Time: 390 Days
Delivery Method: Design-Bid-Build
Final Contract Value: \$1,061,421.00
Engineer:
 Matt MacDonald
 *Rob Anderson (303) 807-3730
 *Currently works for JVA, Inc.

North and South Booster Pump Stations — Aurora, CO

This project included support services during design development and for consideration as the general contractor for the construction of the North & South Booster Pump Stations. Construction includes a new pump building, additional storage capacity (tanks), and enhanced pumping capacity (max of 25 MGD, future max of 47 MGD) through the addition of new pumps/motors/VFDs, electrical gear, valves and miscellaneous yard piping at each existing pump station.



Year Started: (NTP) 04/30/2018
Actual Completion Date: 12/18/2019
Role: General Contractor
Initial Contract Value: \$23,787,854.50
Owner:
 East Cherry Creek Valley Water & Sanitation
 Michelle Probasco (303) 693-3800

Scheduled Completion Date: 05/31/2019
Actual Completion Time: 410 Days
Delivery Method: CMAR
Final Contract Value: \$25,129,077.50
Engineer:
 CDM Smith
 Shilpa Shivakumar (303) 383-2300

Tower Hill Pump Station Improvement — Golden, CO

This project included improvements to the existing Tower Hill Pump Station (THPS). Improvements include the demolition of existing equipment, piping, valves, and appurtenances; and the installation of a duplex pump system, hydropneumatic tank, and associated piping, valves, and appurtenances. Work at the THPS also included upgrades to the instrumentation and controls and communication to the Mission System.



Year Started: (NTP) 11/25/2019
Actual Completion Date: 05/20/2020
Role: General Contractor
Initial Contract Value: \$258,800.00
Owner:
 Mount Vernon Country Club
 Tom Weimer (303) 526-0616

Scheduled Completion Date: 05/01/2020
Actual Completion Time: 177 Days
Delivery Method: Design-Bid-Build
Final Contract Value: \$266,660.00
Engineer:
 JVA, Inc.
 Lilian Tolve (303) 565-4915

Spurgeon Pump Station and PRV Vault — Niwot, CO

This project included construction of a below grade vault containing a flow/pressure control sleeve valve, potable water pump, and control valve. Including the structure, all piping, fittings, electrical, control and appurtenances associated with the installation. Demolition of the existing vault, with pressure reducing valve and associated piping and appurtenances, is also included in the work. Work also includes the provision of erosion control measures, traffic control, paving and site final grading.



Year Started: (NTP) 11/23/2020
Actual Completion Date: 05/24/2021
Role: General Contractor
Initial Contract Value: \$522,200.00
Owner:
 Left Hand Water District
 Steve Buckbee (303) 530-4200

Scheduled Completion Date: 06/28/2021
Actual Completion Time: 182 Days
Delivery Method: Design-Bid-Build
Final Contract Value: \$525,105.00
Engineer:
 JVA, Inc.
 Rob Anderson (303) 807-3730



APPROACH TO PERFORMING THE REQUIRED SERVICES

"THE WORK THEY'VE DONE RECENTLY, I'VE GOT GOOD FEEDBACK FROM EVERYONE. GLACIER HAS BEEN DILIGENT AND COOPERATIVE, MEETING SCHEDULES, AND MOVING IN THE RIGHT DIRECTION."

*SHERMAN PAPKE, P.E. - DIVISION ENGINEER
METRO WASTEWATER RECLAMATION DISTRICT*

CMAR APPROACH:

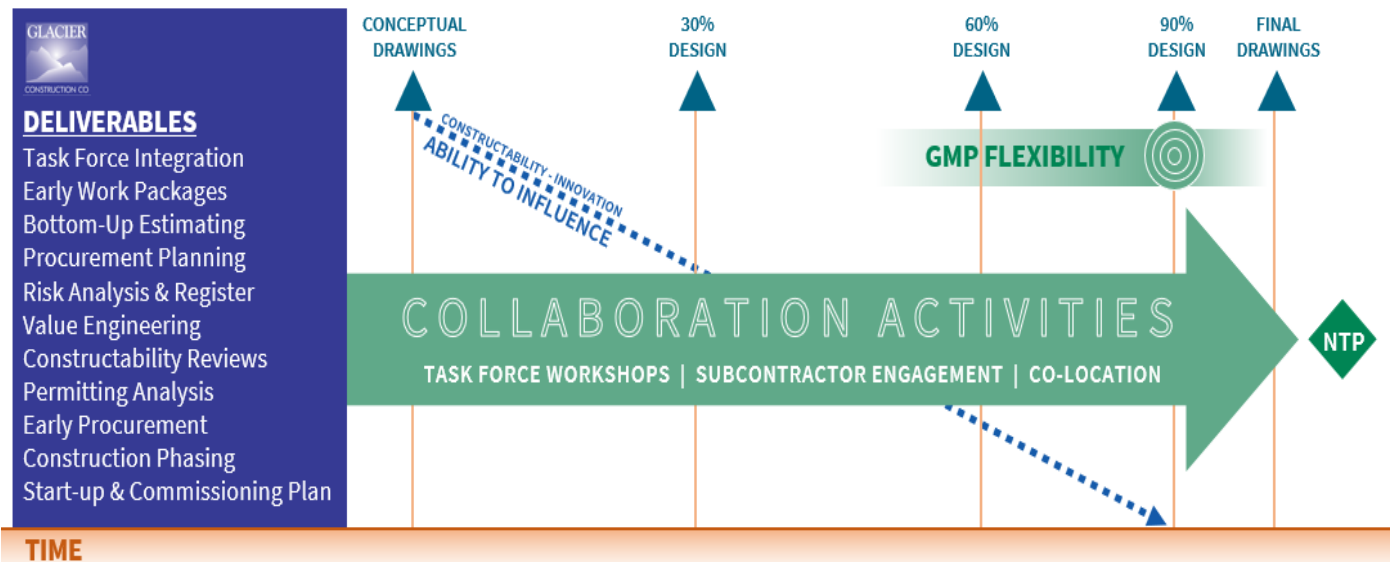
Our team is ready to start the process now. Our primary focus will be on the front end of the preconstruction environment as that is where the opportunity of innovation lives and the ability to drive value into the project is had. Our early involvement and collaboration will be the foundation for the greatest benefits of the CMAR process and will allow for a seamless CMAR GMP execution.

Once scope of work has been understood, coordinated the involvement with an engineer consultant for design phase services will be implemented. As the design approaches 30%, we will start our deliverable activities for all preconstruction activities which would include task force workshops, early work packages, risk analysis, constructability reviews and schedule implementation. Once the design reaches 60% and/or more, subcontractor and supplier engagement activities are initiated along with opinions of probable costs. We are flexible and would even be able to perform project investigations regarding existing utilities and conditions that will assist in final design completion. That flexibility can streamline the process and offer the ability to lock in the GMP with no changes. Preparation of preliminary construction scheduling identifying the critical path, procurement methodologies and administrative duties will be completed and submitted as well.

The last piece will be creating the GMP proposal. At this stage, the design and specifications will be at the 90% level. We will cost estimate our self-performed items, and then develop a list of potential bidders to solicit the project to. This list will include subcontractors and suppliers that we have the confidence and history to deliver the highest quality products and services with the best value. Once the draft 90% pricing has been completed, an Open Book workshop will be initiated with all project team members to reconcile and finalize the GMP.

Our team will add value by fully understanding the Town's goals and the willingness to do what it takes to satisfy those goals without increasing the budget, adding time to the schedule, or sacrificing the Town's desires. We build relationships with operators to understand the granular details of the facility to make the most informed decisions. We understand communities rely on us to clean and distribute the water without disruption. Our team will act as an extension of your staff with our 'Maintenance of Plant Operations First Mentality' at the forefront of all recommendations and decisions. The Town's operators will be the end users of the upgrades, and our team will go to great lengths to ensure each operator's voice is heard throughout the design process and to fit the needs of the end user. Below is our CMAR process to final GMP. ▼

SEAMLESS CMAR GMP PROCESS



PRECONSTRUCTION ADVANTAGE:

The key to this collaborative environment will be the early marriage between the Town, Glacier and consultants. It is anticipated that our team will be brought on board where a consultant may not be selected by the Town. This will allow our team to play an active role throughout the selection, design and preconstruction phases, which will result in cost and schedule certainty, real time constructability reviews, and value engineering concepts.

Kick Off and Task Force Workshops – Driving Decisions:

The process begins with detailed planning focused on communication with the Town to develop a team identification of project objectives. While the design evolves, our task force workshops will be broken out into subgroups to allow a more effective and efficient process. We typically break up our task forces by area/discipline for the major features of work, and biggest challenges on the project. The preliminary task force groups we have already considered are featured in the graphic to the right. ►

We drive decisions in these meetings and get all the right people involved at the same time. This starts with the Town, Glacier, consultants, subcontractors, inspectors, suppliers, and other key stakeholders. This process organizes and feeds the challenging discussions necessary to make decisions to support moving the design forward. Many of these meetings will be attended by all our project staff – with any executive support if needed.

This collaboration will allow the project team real-time pricing and provide valuable insight into constructability, risk, and schedule considerations that could impact the project. While undergoing collaborative workshops through the design completion, we will develop a more detailed scope of work based on a well-informed project understanding which will generate interest to attract qualified subcontractors for the bidding process.

Value Engineering (VE) and Constructability:

Our team will work tirelessly with the Town, especially with operation staff, to identify specific needs for ongoing facility maintenance and long-term solutions and operations. As a key client service, we will ensure these needs are addressed and included in the design. Our team will concentrate on the optimization of quality and safety in the VE process. VE discussions will be led by our team, a balance of options will be weighed and logged, this is where our team can come to the table for cost savings. Potential VE ideas our team have already developed for consideration would include:



**ABOVE AND BEYOND FOR
YOU AND YOUR OPERATORS**

Open-Book Estimating and GMP Development:

Certain firms claim they are transparent – Glacier lives it and stands by it as one of our core values. We literally share our estimates and work out of the same documents. We will peel back the onion as far as you would like to gain your confidence. **Trust we have nothing to hide and will work hard for you to protect your project budget.**

Our successful relationships and Colorado project history are attributed to our information sharing during the development of the project's costs. Construction schedules, project budget, cash flow analysis, and discussion/acceptance of construction means, and methods will be developed, as well as recommendations for equipment manufacturers and suppliers. **Throughout this entire preconstruction process, the Town will be provided with detailed knowledge of construction costs through a transparent, Open Book experience and will be intimately involved in**

BONUS: WE NEVER CHARGE FOR EXECUTIVE PARTICIPATION AND GUARANTEE THE TOWN WILL SEE AND HAVE ACCESS TO THE PRESIDENT OF GLACIER AND THE VP OF OPERATIONS AT ANY TIME. THEIR TIME AND SERVICE IS ALWAYS FREE TO OUR CLIENTS.

decisions that drive the cost control. Our team will be the leader that guides the Town through the design process for ultimate GMP completion and execution.

Focus Priority – Old Town Hall Booster Station:

- Replace existing ABB Drives with Eaton
- Replace existing Vertical Turbine Pumps with submersibles, lead and lag control configuration
- Raise area where pumps are installed to keep water from entering the wet well
- Increase size of Chlorine Room so it accommodates totes in lieu of current 55 gallon drums
- Replace Stenner chemical pump
- **Refer to Appendix C for site map regarding additional suggestions**

Focus Priority – Converse Road Booster Station:

- Interior pipe and magnetic meter replacement
- New totes in lieu of current 55 gallon drums
- Replace ABB Drives with Eaton
- Add booster pump/fire pump
- Flexibility to fill Aquastore Tank and/or direct distribution to Town if tank is full
- **Refer to Appendix C for site map regarding additional suggestions**

CONSTRUCTION EXCELLENCE:

Our team understands that the Converse Road Booster Station and Old Town Hall Booster Station is a critical component to an already complex and efficient system for the Town. The opportunity to join early on will allow us to bring constructability and a cost control knowledge base that will provide requested support when delivering the project to the final design, and ultimately to a successful final construction completion. Our staff will be continuous and consistent through the construction phase. Coordination with the Town for testing services of soils, concrete, overall construction, facilitation for system start-up and testing will be completed. This coordination, and careful planning, will be the driving force for this project. We will manage and support all subcontractors and suppliers to ensure that the construction schedule is maintained, allowing for a smooth and rewarding transition from design to construction and completion.

Construction Sequencing, Means and Methods:

Our team will develop a baseline schedule that will reflect the critical path of the project, specifically focus priority items, and focus on those activities to prevent any schedule delays.

Ability to Self-Perform:

Our ability to self-perform, in conjunction with our proven safety record, are considerable factors that may differentiate our team from our competition. The team's ability to self-perform critical path activities reduces cost, expedites schedule, and helps ensure the overall quality and safety of the project. We take great pride in the fact that our crews have been able to develop trade expertise through the hands-on experience and performance of all our completed projects. The scopes of work that our company typically self-performs are featured in the graphic to the right. ►

Subcontractor & Suppliers:

For scope items that Glacier is not able to perform or supply, we have an established subcontractor and supplier prequalification process. This process establishes business information, classification, safety record, financial statements, bonding info and scope capability to ensure our team and our clients will receive the best results. We use companies that care about the quality of the product they deliver and provide the best value to the project. Our team has an excellent working relationship with



numerous subcontractors and suppliers in the industry. Due to the current market volatility of construction materials regarding price and lead times, our team is confident that our already established relationships with many subcontractors and suppliers will streamline the procurement and planning process. It will be imperative to have understood and confirmed lead times regarding many of the pipe materials, valves, appurtenances, electrical and I&C items that will be incorporated in your project.

Established Consultant Relationships:

Due to prior successful project history and relationships, regardless of delivery type, see below contact information for (3) three engineering firms that we have worked with in this manner:

Merrick and Company

5970 Greenwood Plaza Blvd
Greenwood Village, CO 80111
(303) 751-0741

JVA, Inc.

1512 Larimer Street, Suite #710
Denver, CO 80202
(303) 444-1951

Burns and McDonnell

9785 Maroon Circle, Suite 400
Centennial, CO 80112
(303) 721-9292

Our team is also aware that Aqua Engineering (AEC) has an established relationship with the Town. Although our team has not completed a project designed by AEC, Glacier does have familiarity with AEC and would be open to utilizing AEC for design and design phases services as applicable.



APPENDIX:

- A | SURETY LETTER, INSURANCE, LICENSE**
- B | KEY PROJECT STAFFING RESUMES**
- C | ADDITIONAL CONSTRUCTION SUGGESTIONS**



APPENDIX:

A | SURETY LETTER, INSURANCE, LICENSE



August 26, 2021

Town of Bennett, Colorado
Ricky Martinez, Utilites Supervisor
207 Muegge Way
Bennett, CO 80102

Re: **Glacier Construction Co., Inc.**
Town of Bennett Booster Station Pump Upgrades

Dear Mr. Martinez,

As a representative of Berkley Insurance Company, our agency manages the surety bond program for Glacier Construction Co., Inc. Glacier Construction Co., Inc. maintains an outstanding reputation as a company of high integrity, with a vast knowledge of the construction industry, producing a quality product, in a timely and cost effective manner.

Surety bonds for Glacier Construction Co., Inc. are underwritten by Berkley Insurance Company and issued out of our office. Berkley Insurance Company maintains an A.M. Best rating of "A+ XV", is authorized to transact business in the State of Colorado, and is listed in the current U.S. Department of Treasury's Circular 570 as an approved surety company.

While no specific bonding limits have been established for Glacier Construction Co., Inc., the surety company has previously approved individual projects of \$35,000,000, with an aggregate program of \$60,000,000. Glacier's surety would give favorable consideration to bonding any project in which they may have an interest.

Approval of all bonds is based upon the surety's favorable review of the contract documents, bond forms and financing for each project, as well as any other pertinent underwriting information needed at the time of a bond request. This letter is written as a reference on behalf of our client, and should not be construed as a commitment to provide bonds. Neither Berkley Insurance Company, nor IMA, Inc. is responsible to you or any third party if for some reason bonds are not written.

We are proud to recommend Glacier Construction Co., Inc. to you. If you should have any questions, or require additional information, please contact our office.

Sincerely,

David Dondlinger
Surety Account Executive

cc: Glacier Construction Co., Inc.
Berkley Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202		CONTACT NAME: IMA Denver Team PHONE (A/C, No, Ext): 303-534-4567 FAX (A/C, No): E-MAIL ADDRESS: DenAccountTechs@imacorp.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: *Westfield Insurance Company	
		INSURER B: *Pinnacol Assurance	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1872476247

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$3,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CMM7317133	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CMM7317133	12/1/2020	12/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CMM7317133	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	4075395	12/1/2020	12/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Automobile Physical Damage			CMM7317133	12/1/2020	12/1/2021	Deductibles: Comprehensive \$1,000 Collision \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation - If Yes: Various Shareholders

See Attached...

CERTIFICATE HOLDER

CANCELLATION

GCC I

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brenda Vincent

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ADDITIONAL REMARKS SCHEDULE

AGENCY IMA, Inc. - Colorado Division		NAMED INSURED Glacier Construction Company, Inc. 5460 S. Quebec Street, Suite 200 Greenwood Village, CO 80111	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Leased & Rented Equipment Coverage: Policy #7900092090010
 EFFECTIVE DATES: 12/01/2020 – 12/01/2021 Insurer: Atlantic Specialty Insurance Company
 \$1,000,000 Per Item; \$2,000,000 Per Occurrence; \$1,000 Deductible

Professional/Pollution Coverage: Policy #PCXB50102981220
 EFFECTIVE DATES: 12/01/2020 – 12/01/2021 Insurer: Berkley Assurance Co
 \$3,000,000 Per Claim; \$10,000 Each Claim Deductible
 \$3,000,000 Aggregate; \$20,000 Aggregate Deductible

Unscheduled Equipment Coverage: Policy #7900092090010
 EFFECTIVE DATES: 12/01/2020 – 12/01/2021 Insurer: Atlantic Specialty Insurance Company
 \$1,091,965 Limit; \$1,000 Deductible Physical Damage; \$5,000 Deductible for Cranes

BLANKET BUSINESS PERSONAL PROPERTY COVERAGE: Policy #CMM7317133
 EFFECTIVE DATES: 12/01/2020 – 12/01/2021 INSURER: Westfield Insurance Company
 \$80,000 Limit; \$1,000 Deductible; SPC Form/RC

Builders Risk Coverage: Policy #7900092090010
 EFFECTIVE DATES: 12/01/2020–12/01/2021 Insurer: Atlantic Specialty Insurance Company
 \$35,000,000 Any One Location Limit; \$35,000,000 Per Disaster Limit; \$1,500,000 Limit (Frame Construction)
 \$500,000 Transit/Temporary Location Limit; \$1,000 Deductible SPC Form
 \$5,000,000 Flood/Earthquake Sub-Limit; \$25,000 Deductible
 \$2,500,000 Flood/Earthquake (Zone 1 & 2) Sub-Limit (Frame Construction); \$25,000 Deductible
 Subject to Reporting per Policy Terms and Conditions
 \$500,000 Flood Limit (Zone A,V,D,N, none and unknown); \$50,000 Deductible
 \$2,500,000 Flood Sub-Limit (All Construction Types - Zone B, X, or X500 Shaded.); \$25,000 Deductible

Jurisdiction	License Number	Classification	Expiration Date	Held by	Notes	Posted	Copy Given To AK
City of Colorado Springs	717490	Excavation License	6/30/2021	Glacier Construction		N/A	No
City of Longmont	B01002382	Class B - General Contractor	6/30/2021	Aaron Karraker		N/A	Yes
Teller County	28870A	Class A-General Contractor	7/10/2021	Aaron Karraker		N/A	Yes
City of Boulder	LIC-0008770-GENCB	Class B - General Contractor	8/6/2021	Aaron Karraker		N/A	Yes
City of Thornton	CLB201902898	Class B - Building Contractor	11/4/2021	Glacier Construction		N/A	No
Douglas County	A99022	Class A-General Contractor	11/8/2021	Glacier Construction		N/A	No
City of Lafayette	GCA7121348	Class A-General Contractor	11/27/2021	Glacier Construction		N/A	Yes
City of Brighton	CL-11664	Class A-General Contractor	11/28/2021	Glacier Construction		N/A	No
Routt County/Steamboat Springs	C-1750	General Contractor License	12/1/2021	Glacier Construction	<i>Need to send new COI each year</i>	N/A	No
Adams County	GEN19-0045	Class A-General Contractor	12/3/2021	Glacier Construction	<i>Need to send new COI each year</i>	N/A	No
City of Aurora	157633	General Business License	12/30/2021	Glacier Construction		X	No
Arapahoe County	A20-001941	Building Contactor Class A	12/31/2021	Glacier Construction		N/A	No
City of Commerce City	2861	Class A-General Contractor	12/31/2021	Glacier Construction		N/A	No
City of Grand Junction-Mesa County	20211116	Contractors License	12/31/2021	Aaron Karraker		N/A	Yes
City of Longmont	3-07100-8490	Sales/Use Tax License	12/31/2021	Glacier Construction	<i>Rebecca Files</i>	X	No
City of Louisville	6574.1	Sales/Use Tax License	12/31/2021	Glacier Construction		X	No
El Paso County	PT0042309	Licensed Installer 2-New-OWTS	12/31/2021	Aaron Karraker		N/A	Yes
City of Westminster	121231013	Class A-General Contractor	1/31/2022	Glacier Construction		N/A	No
City of Golden	586	Contractor Registration	2/12/2022	Glacier Construction		N/A	Yes
City and County of Denver	CERT00000479	Class B - Supervisor	2/28/2022	Aaron Karraker		N/A	Yes
City and County of Denver	LIC00245957	Class B - Building Contractor	2/28/2022	Glacier Construction		N/A	Yes
City and County of Broomfield	OL-19-11794	Class A-General Contractor	3/25/2022	Glacier Construction		N/A	Yes
Pikes Peak Regional Building Department	15851	Building A-2	3/31/2022	Aaron Karraker		N/A	Yes
Jefferson County	225776	Class A-General Contractor	4/14/2022	Aaron Karraker		N/A	Yes
Town of Johnstown	AEC-823	General Contractor	4/21/2022	Glacier Construction		N/A	No
City of Aurora	2021 1961806 00 CL	Class A-General Contractor	5/1/2022	Glacier Construction		N/A	Yes
City of Louisville	LSVL-000332-2016	Class A-General Contractor	6/10/2022	Aaron Karraker		N/A	No
City of Greeley	107965/105542	Business License	1/14/2023	Glacier Construction		X	No
Boulder County Building Division	CON-08-7180	Class A-General Contractor	12/19/2023	Glacier Construction		N/A	No
City of Aurora	2018 1427354 00 SL	Class A - Supervisor	3/31/2024	Aaron Karraker		N/A	Yes
Town of Parker	CL17-00140	General Contractor	1/31/2050	Glacier Construction	<i>Need to send new COI each year</i>	N/A	No

*Note: Glacier Construction Co., Inc. will obtain any license needed if low bidder.



APPENDIX:

B | KEY PROJECT STAFFING RESUMES



AARON KARRAKER

VICE PRESIDENT/PRINCIPAL IN CHARGE

EDUCATION

- Mesa State College- Grand Junction, CO
- OSHA 10 Hour
- OSHA 30 Hour
- First Aid/CPR
- AGC Supervisory Training Program
- ICC Colorado General Building Contractor A
- OMI Excavation- Competent Person
- Storm Water & Erosion Control
- AGC Stormwater Management Certification

PROFESSIONAL ORGANIZATIONS

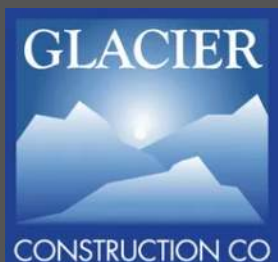
- Association of General Contractors
- Colorado Contractors Association

REFERENCES

Leprino Foods
Kelly Hawkins (303) 480-2760

South Adams Water and Sanitation District
JM Grebenc (303) 589-6755

Symbiont Engineering
Tom Bachman (414) 291-8840



EXECUTIVE SUMMARY

Mr. Karraker has worked in the construction industry for 27 years, with focus and expertise in the water and wastewater industry. Mr. Karraker has numerous years of experience engineering and building heavy construction projects including water and wastewater treatment plants, pump stations, and other water conveyance industrial type construction. Mr. Karraker is extremely detailed and involved in the projects that he builds and excels at projects with difficult construction schedules and unique site constraints. He has many years of experience, in all disciplines of these projects, with bypass piping and pumping projects to facilitate the installation of new equipment, ductile iron process piping and various other type of piping.

PROJECT EXPERIENCE

Wes Brown WTP Membrane Train 8 Modifications | Thornton, CO | Completed: 2021

Project Manager with a designated project assignment percentage of 70%. This project was completed for the City of Thornton, with a final contract value of \$1,331,031.00. This project includes modifying membrane train 7 at the West Brown Water Treatment Plant. Train 8 will be converted from a secondary recovery train to a forward flow operating train to match trains 1-7. This project also includes installation of new pump and variable frequency drive and replacement of piping and instrumentation so that water and air supply for train 8 match the other seven membrane trains in the facility. This project delivery method is traditional Design-Bid-Build.

North & South Booster Pump Stations CMAR | Aurora and Brighton, CO | Completed: 2019

Project Manager with a designated project assignment percentage of 100%. The project was completed for the East Cherry Creek Valley Water & Sanitation district, with a final contract amount of \$25,129,077.50. Work included support services during design development and for consideration as general contractor for the construction of the North & South Booster Pump Stations. Construction included a new pump building, additional storage capacity (tanks), and enhanced pumping capacity (max of 25 MGD, future max of 47 MGD) through the addition of new pumps, motors, VFD's, electrical gear, valves and miscellaneous yard piping at each existing pump station. This project delivery method was a Construction Manager At-Risk (CMAR).

Horizontal Collector Well No. 119 Pump Station | Henderson, CO | Completed: 2018

Project Manager with a designated project assignment percentage of 100%. This project was complete for South Adams County Water & Sanitation District, with a final contract value of \$2,139,977.38. This project included the installation of 900 sq/ft pump station with brick walled HVAC enclosure on a concrete foundation slab supported on existing 16' diameter 50' deep horizontal collector well caisson. Associated sitework involved earthwork, riprap bank protection, drainage facilities, erosion control, yard piping, a precast BFV vault, and chain link fencings. Two vertical turbine pumps and motors, two variable frequency drives, electrical an controls, HVAC, interior piping, valves, meters, sodium hypochlorite tank, metering pump, generator transfer switch and liquid filled transformer. This project delivery method was a traditional Design-Bid-Build.

2017 Infrastructure Improvements | Henderson, CO | Completed: 2018

Project Manager with a designated project assignment percentage of 100%. This project was completed for the South Adams County Water & Sanitation District, with a final contract amount of \$976,035.43. This project included the replacement of the equalization basin roof deck. The work at Williams Monaco included the replacement of the gravity thickener mechanism, addition of manway into the gas holding Secondary Digester, repair of the seal to Primary Digester No.2, replacement of the existing manual bar screen with an owner provided mechanical rake screen, modifications to the shallow well non-potable water line, Headworks building modifications, and renovation of a section of the storm drain. This project delivery method was a traditional Design-Bid-Build.



BRYAN CAUDILL

PROJECT MANAGER

EXECUTIVE SUMMARY

Mr. Caudill has worked in the Water and Wastewater construction industry for 28 years. His experience history ranges from Field Engineer, Project Engineer, Superintendent, Vice President/Division Manager, and Project Manager. He has successfully managed many disciplines of craftwork and has developed a thorough understanding of the trade practices and how they are coordinated and managed. He has always practiced Glacier's four goals of safety, quality, schedule, and cost. His emphasis has been and will always remain on safety.

PROJECT EXPERIENCE

Big Dry Creek Lift Station Upgrades | Thornton, CO | Completion: 2021

Project Manager with a designated project assignment percentage of 50%. This project is currently under construction and will be completed for the City of Thornton, with a current contract value of \$6,663,646.98. This project includes the construction of a 8.0 MGD sewage lift station including emergency overflow structure, submersible pumps, cast-in-place concrete wet well, emergency backup generation equipment, valves, fittings, ancillary structures and buried piping at the lift station site. This project delivery method is traditional Design-Bid-Build.

Cooley East Pump Station | Thornton, CO | Completion: 2021

Project Manager with a designated project assignment percentage of 50%. This project is currently under construction and will be completed for the City of Thornton, with a current contract value of \$6,519,671.00. This project includes a 5.0 MGD capacity raw water pump station and associated equipment and controls, electrical building, wetwell and access bridge. In addition, intake structure for the pump station with pumps, wetwell, slide gates, and other facilities to transfer water. A gravity overflow structure, a raw water conveyance pipeline. A low flow channel in the Cooley East Reservoir pipe that will convey low level water into the wetwell. Electrical, SCADA, radios, antenna to connect Cooley East Pump Station to the City SCADA network. This project delivery method is traditional Design-Bid-Build.

Spurgeon Water Treatment Plant Clearwell Replacement | Niwot, CO | Completed: 2019

Project Manager with a designated project assignment percentage of 100%. This project was completed for Left Hand Water District, with a final contract value of \$2,902,991.25. This project included demolition of an existing 0.5 million gallon post-tensioned concrete tank, and replacement with a new 0.65 million gallon baffled post-tensioned tank, and associated inlet, outlet, drain, overflow, and sampling piping, valves, and valve vault. Work also included the replacement of a 24" Venturi meter with a 24" magnetic flow meter in an existing meter vault. All electrical and instrumentation/controls equipment installation for the new tank and meter. This project delivery method is traditional Design-Bid-Build.

NOPU Southern Sewer Interceptor Main Phase 1 | Cheyenne, WY | Completed: 2018

Project Manager with a designated project assignment percentage of 100%. This project was completed for Board of Public Utilities - Cheyenne, with a final contract value of \$3,680,994.00. This project included construction of a 4.0 MGD Sewage Lift Station and all other appurtenances. This project delivery method is traditional Design-Bid-Build.

EDUCATION

- B.S. Construction Management - Colorado State University
- Associate of Arts Degree - New Mexico Military Institute
- OSHA 10 Hour
- OSHA 30 Hour
- First Aid/CPR

PROFESSIONAL ORGANIZATIONS

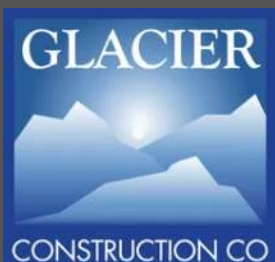
- Association of General Contractors
- Colorado Contractors Association
- Rocky Mountain Water Environment Association
- Water Environment Federation

REFERENCES

City of Longmont
Joe Michalski (303) 651-8612

Parkville Water District
Greg Teter (970) 390-1132

City of Thornton
Dennis Laurita (303) 912-9648





MIKE MALONE

SUPERINTENDENT

EDUCATION

- AGC/OSHA Fall Protection Safety
- AGC/OSHA Confined Space (4 Hour)
- AGC/OSHA Trench and Excavation Safety
- WCCA/OSHA Safety Training (10 Hour)
- HDPE Fusion Welding Certification
- First Aid/CPR
- Powder Actuated Fastener Certification
- OSHA 10 Hour
- OSHA 30 Hour

PROFESSIONAL ORGANIZATIONS

- Assoc. of General Contractors
- Colorado Contractors Assoc.

REFERENCES

City of Westminster
Kent Brugler (303) 658-2196

South Adams County Water District
Tricia Williams (303) 588-4814

South Adams County Water & Sanitation District
JM Grebenc (303)-288-2646



EXECUTIVE SUMMARY

Mr. Malone has worked in the construction industry for 13 years. His experience history ranges from dewatering, earthwork, underground piping, mechanical piping, concrete, carpenter, Foreman, and Superintendent. He has successfully managed many disciplines of craftwork and has developed a thorough understanding of the trade practices and how they are coordinated and managed. He has numerous years of experience supervising and building intake structures, wells, treatment facilities, pipelines, pump stations, storage facilities, and other infrastructure. He has been a Foreman on numerous projects for Glacier that range from \$1.5M to \$30M and capacities ranging from 0.5 to 240 MGD. Mr. Malone was one of the Lead Foremen on two of the company's largest projects to date.

PROJECT EXPERIENCE

Spurgeon PS & PRV Vault | Niwot, CO | Completion 2021

Superintendent with a designated project assignment percentage of 100%. This project is currently under construction and will be completed for the Left Hand Water District. All necessary labor, supervision, equipment, tools, and materials for the construction of a below grade vault containing a flow/pressure control sleeve valve, potable water pump, and control valve. Including the structure, all piping, fittings, electrical, control and appurtenances associated with the installation. Demolition of the existing vault, with pressure reducing valve and associated piping and appurtenances, is also included in the work. Work also includes the prevision of erosion control measures, traffic control, paving and site final grading. This project delivery method is traditional Design-Bid-Build.

Binney Connection Project | Aurora, CO | Completion 2021

Assistant Superintendent with a designated project assignment percentage of 100%. This project is currently under construction and will be completed for the South Metro WISE Authority, with a current contract value of \$28,032,067.00. This project includes providing the owner with treatment of pumping for 30 MGD of water and includes connection to the Binney Water Purification Facility treatment train at the FEAR box. In addition, a flow monitoring facility, chemical building, chlorine contact basin, pumping, surge protection, and a discharge pipeline to the Binney Water Purification Facility. This project delivery method is traditional Design-Bid-Build.

Fountain Utilities Joint Use Ops Building - Booster PS | Fountain, CO | Completed: 2021

Superintendent with a designated project assignment percentage of 100%. This project was completed for City of Fountain, with a final contract value of \$127,753.00. This project included installation of four (4) pumps, Calval relief valve, and MAG meter supplied by Fountain Utilities. Provide & install the remaining equipment and piping starting from five feet outside the building perimeter. This project delivery method is traditional Design-Bid-Build

Horizontal Collector Well No. 119 Pump Station | Henderson, CO | Completed: 2018

Superintendent with a designated project assignment percentage of 100%. This project was complete for South Adams County Water & Sanitation District, with a final contract value of \$2,139,977.38. This project included the installation of 900 sq/ft pump station with brick walled HVAC enclosure on a concrete foundation slab supported on existing 16' diameter 50' deep horizontal collector well caisson. Associated sitework involved earthwork, riprap bank protection, drainage facilities, erosion control, yard piping, a precast BFV vault, and chain link fencings. Two vertical turbine pumps and motors, two variable frequency drives, electrical an controls, HVAC, interior piping, valves, meters, sodium hypochlorite tank, metering pump, generator transfer switch and liquid filled transformer. This project delivery method was a traditional Design-Bid-Build.



CHRIS HARTMANN

SAFETY MANAGER

EDUCATION

- OSHA Fall Protection Safety
- OSHA (4 Hour) Confined Space
- OSHA Trench and Excavation Safety
- OSHA 10 Hour
- OSHA 30 Hour
- OSHA 510 Certification
- CPR/First Aid Certification
- Fire Protection Training
- Crane Signaling Training
- Qualified Rigger Training

PROFESSIONAL ORGANIZATIONS

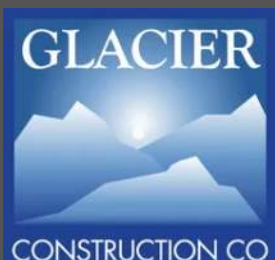
- American Society of Safety Professionals

REFERENCES

Alliance Safety
Earl Hosterman (303) 388-8766

TRC Construction
Josh Wingarner (970) 405-5271

Ceco Construction
Curt Tabor (720) 391-6420



EXECUTIVE SUMMARY

Mr. Hartmann is a highly organized Safety Manager with great attention to detail who monitors and ensures compliance with OSHA standards, including health and safety statutes and regulations. Mr. Hartmann oversees Glacier Construction Co., Inc. health and safety policies, creates programs and communicates guidelines while conducting analyses of current systems and updating as needed. Mr. Hartmann is a hard working, self motivated team player with 16 years of health, safety and emergency management experience which is necessary to maintain a high quality of worker and worksite safety. Emphasis will always be on Glacier's four goals of safety, quality, schedule and cost. With Mr. Hartman's success Glacier Construction Co., Inc. will continue to improve annually with our zero recordable initiative.

PROJECT EXPERIENCE

SAFETY MANAGER

- Support policies to prevent losses on projects, risk management
- Maintain and coordinate between subcontractors and office personnel
- Implement & Update Health and Safety Program
- Implement and schedule management safety meetings
- Ongoing safety audits (on site and safety program)
- OSHA regulation expertise
- MSHA regulation knowledge
- Ongoing on the job Safety Training
- Plan, develop and implement annual required programs for employees
- Plan, develop and implement safety training for new employee orientation
- Implement and maintain a safety policy handbook for site specific policies, required by law.
- Accident investigation/Analysis
- Safety Procedure Development
- Hazardous Material Management
- Maintain safety files
- Emergency Action Plans
- Local Clinic & Emergency Responder Liaison
- JSA & JHA (Job Safety and Job Hazard Analysis)



ABRAM KARRAKER

PRINCIPAL ESTIMATOR

EXECUTIVE SUMMARY

Mr. Karraker has worked in the construction industry for 23 years. His experience history ranges from construction laborer, carpenter, Foreman, Project Engineer, Superintendent, Head Engineer, Project Manager, and Principal Estimator. He has successfully managed many disciplines of craftwork and has developed a thorough understanding of the trade practices and how they are coordinated and managed. He has always practiced the company's four goals of safety, quality, schedule, and cost. His emphasis has been and will always remain on safety.

PRINCIPAL ESTIMATOR

Estimating and Pre-Construction Services (2016 - Present)

PROJECT EXPERIENCE

TAYA/SmartWater Pilot Project | Bennett, Co | Completed: 2018

Project Manager with a designated project assignment percentage of 50%. This project was completed for the Town of Bennett, with a final contract amount of \$210,033.06. This project included the construction and installation of Pilot components consisting of gravel basins, screens, pumps and effluent tank on a 1,500 sq/ft parcel at the existing wastewater treatment plant. This project delivery method is traditional Design-Bid-Build.

Greensand Filter Effluent Line Valve Replacement | Brighton, CO | Completed: 2018

Project Manager with a designated project assignment percentage of 50%. This project was completed for the City of Brighton, with a final contract amount of \$59,340.00. This project included the removal and replacement of the existing 10" butterfly valves and their associated actuators of the effluent lines for each of the four greensand filters. This project delivery method is traditional Design-Bid-Build.

Lagae Lift Station Permanent No. 9 | Castle Pines, Colorado | Completed: 2016

Project Manager with a designated project assignment percentage of 80%. This project was completed for the North Pine Vistas Metropolitan District No.1, with a final contract amount of \$1,173,790.54. This project included the construction of a lift station with Gorman-Rupp pumps, dual cast-in-place concrete wet wells, CMU building with standing-seam metal roof, standby diesel generator with automatic transfer switch, grinder system, and bioxide chemical feed system. This project delivery method is traditional Design-Bid-Build.

City of Louisville Raw Water Diversion Improvements | Louisville, Co | Completed: 2016

Project Manager with a designated project assignment percentage of 100%. This project was completed for the City of Louisville, with a final contract amount of \$1,496,486.00. This project included the demolition of existing raw water structure and dam, river work including construction of temporary coffer dams and bypass piping to create a dry work area in and around the raw water diversion structure and dam. Upgrades including a new water meter vault and masonry building, new diversion slide gates, screen and large areas of grouted/non-grouted rip rap. This project delivery method is traditional Design-Bid-Build, and was funded via SRF.

Nelson Flanders Chemical Feed Building Soil Pinning | Longmont, Co | Completed: 2016

Project Manager with a designated project assignment percentage of 100%. This project was completed for the City of Longmont, with a final contract amount of \$296,819.00. This project included foundation underpinning and void filling with grout to prevent any further settlement from occurring to the foundation of the Chemical Feed Building at the Nelson Flanders Water Treatment Plant. The underpinning for the building was completed with the use of micropiles. It also includes both interior and exterior drilling as well as the reconstruction of the perimeter underdrain along the exterior of the South and East side of the Chemical Feed Building. This project delivery method is traditional Design-Bid-Build.

EDUCATION

- Mesa Community College- Mesa, AZ
- OSHA 10 Hour
- OSHA 30 Hour
- First Aid/CPR
- AGC Supervisory Training Program
- ICC Colorado General Building Contractor A
- OMI Excavation- Competent Person
- Storm Water & Erosion Control

PROFESSIONAL ORGANIZATIONS

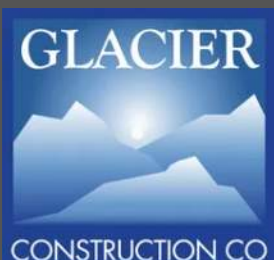
- Association of General Contractors
- Colorado Contractors Association
- American Society of Professional Estimators

REFERENCES

Burns & McDonnell
Andrew Waddoups (303) 721-9292

City of Lafayette
Bran Dallam (303) 665-5588

Ramey Environmental Compliance
Wayne Ramey (303) 833-4897





TAYLOR PEARSON

ESTIMATOR / SPECIAL PROJECTS

EXECUTIVE SUMMARY

Mr. Pearson has worked in the construction industry for eight years. His focus and expertise is in the water and wastewater industry. He has previous experience with the construction industry and has experience with AutoCAD, Primavera P6/Asta scheduling software, Bluebeam, Expedition/EADOC Project Management software and Onscreen Take-Off (OST). Mr. Pearson has worked diligently to improve his knowledge of the industrial construction industry and continues to master new skills. He focuses on the field work occurring each day and has the experience and detailed nature to check construction activities for quality and the adherence to industry standards and project requirements. Taylor has also continued to grow in his construction knowledge by moving into the estimating department to further succeed in all areas of delivery, including Design Build, CMAR, CMGC, Design-Bid-Build and more.

PROJECT EXPERIENCE

Lead Estimator and Preconstruction Services (2019 - Present)

Potable Water Treatment Improvements I Florissant, CO I Completed: 2021

Project Manager with a designated project assignment percentage of 70%. This project was completed for the Arabian Acres Metropolitan District, with a final contract value of \$687,915.00. This project includes construction of two water treatment prefabricated buildings, drilling two (2) new water wells with associated site distribution and raw water pipelines for new water wells to new prefabricated water treatment buildings. This project delivery method is traditional Design-Bid-Build.

Green Mountain Falls Water Storage Tank Repairs I Green Mountain Falls, CO I Completed: 2020

Project Manager with a designated project assignment percentage of 30%. The project was completed for the Colorado Springs Utilities, with a final contract amount of \$129,333.00. This project included injection of two crack in existing concrete roof slab, Repair also included patching spalls on inside face of the tank walls. Exterior work included installing a new concrete landing at the bottom of new metal stairs and installing security fencing around the bottom of the new stairs. This project delivery method was via the Colorado Springs Utilities On-Call Services, with a similar "mini-bid" that of City of Aurora. Glacier was the apparent low bidder and awarded the project.

Fountain Utilities Joint Use Booster Pump Station I Fountain, CO I Completed: 2020

Project Manager with a designated project assignment percentage of 30%. The project was completed for the City of Fountain, with a final contract amount of \$127,753.00. This project included installation of four (4) pumps, and associated interior process piping including relief valves, mag meters and pneumatic tanks. This project delivery method is traditional Design-Bid-Build

LVSRRFJB-2 Slide Gate Replacement I Colorado Springs, CO I Completed: 2020

Project Manager with a designated project assignment percentage of 30%. The project was completed for the Colorado Springs Utilities, with a final contract amount of \$201,139.00. This project included the removal of the existing JB-2 FRP cover and associated support structure, removal of the damaged gate(s), and re-installation of repaired gates. A new FRP cover and associated support structure was also installed. All work for this project was completed in a live environment as Colorado Springs Utilities was not able to bypass JB-2. This project delivery method was via the Colorado Springs Utilities On-Call Services, with a similar "mini-bid" that of City of Aurora. Glacier was the apparent low bidder and awarded the project.

EDUCATION

- B.S. Construction Management - Colorado State University
- Business Admin Minor
- OSHA 10 Hour
- OSHA 30 Hour
- First Aid/CPR
- AGC Storm Water Management Certification

PROFESSIONAL ORGANIZATIONS

- Association of General Contractors
- Associated Builders and Contractors

REFERENCES

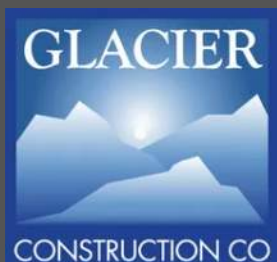
Lillard & Clark Construction
Kit Badger (303) 980-1212

Carollo Engineers
Jonathan Harris (303) 386-2950

City of Louisville
Cory Peterson (303) 335-4610

Colorado Springs Utilities
David Longrie (719) 499- 0544
Jerad Barnett (719) 964- 1619

City of Longmont
Joe Michalski (720) 472- 2031





APPENDIX:

C | ADDITIONAL CONSTRUCTION SUGGESTIONS





— ADDITIONAL SUGGESTED CONSTRUCTION

- - - ANTICIPATED EXISTING UTILITIES

NEW PRECAST VAULT WILL ALLOW THE WELLS TO BE CONSOLIDATED AND CREATE (1) ONE COMMON FEED TO THE EXISTING TANK. THIS WILL ALSO ALLOW FOR ONLY (1) ONE CHEMICAL FEED POINT.



REMOVE EXISTING CONCRETE SIDEWALK,
RE-GRADE AREA, NEW CONCRETE SIDEWALK
FOR SETTLEMENT ISSUES.

ADDITIONAL ROOF HATCHES FOR ACCESS TO NEW PUMP AND PIPING
WORK.

ADDITIONAL SUGGESTED CONSTRUCTION



GLACIER CONSTRUCTION CO., INC.
STATEMENT OF QUALIFICATIONS
TOWN OF BENNETT BOOSTER STATION PUMP UPGRADES



651 Corporate Circle
Suite 108
Golden, CO 80401
stanekconstructors.com



TOWN OF BENNETT BOOSTER STATION PUMP UPGRADES SOQ

Project Number: 21-009

Prepared for:
Town of Bennett
207 Muegge Way
Bennett, CO 80102

SOQ issued:
September 1, 2021

Page 246



651 Corporate Circle | Suite 108 | Golden, CO 80401 | P. 303-980-8233 | F. 303-980-8145

September 1, 2021

Town of Bennett
207 Muegge Way
Bennett, CO 80102
ATTN: Dan Giroux, Town Engineer

RE: Town of Bennett Booster Station Pump Upgrades SOQ
Project Number: 21-009

Dan Giroux and Selection Committee,

Stanek Constructors, Inc. (Stanek) is pleased to submit our SOQ for the above referenced project. Our team is immediately available and strengthened by our familiarity with local conditions and team collaboration. We firmly believe our CMAR Team is exceptional, and we offer the Town of Bennett (Town) the following benefits:

Extensive Experience. Stanek has specialized in the construction of water and wastewater treatment facilities of all sizes for municipal, federal, and private sector clients throughout the Western United States since 1997. As an **award-winning self-performing contractor**, Stanek can perform the construction process, including structural excavation, site utilities, site grading, concrete work, carpentry, specialty construction, equipment installation, and process piping installation.

Superior Preconstruction Services. Accurate estimating is the foundation to achieving the most value for the Town's budget. Our team provides the Town with competitive pricing through our estimating systems that have been developed in-house specifically for the industry. Our data is continuously updated with real-time cost statistics from our ongoing wastewater treatment facility construction operations. **These systems result in highly accurate estimates.** In addition, our established rapport with Colorado subcontractors and suppliers results in competitive subcontractor bidding participation. These formed relationships allow us to maximize best value in materials and subcontracted scopes of work when developing the GMP.

Accountability. High-performing teams are comprised of individuals who know they can rely on each other. We are accountable for our actions and will **work tirelessly to serve you.** It is our responsibility to see that your goals are achieved and that your expectations are exceeded.

We hope this proposal fully conveys our interest, ability, and conviction to deliver this project and exceed the Town's expectations.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Dustin Foss", is written over a light blue horizontal line.

Dustin Foss, President
Stanek Constructors, Inc.

Section A

General Information

SECTION A. GENERAL INFORMATION



1. GENERAL DESCRIPTION OF THE FIRM/TEAM

Stanek has specialized in the construction of water and wastewater treatment facilities of all sizes for municipal, federal, and private sector clients throughout the Western United States since 1997 and is ranked as *Engineering News Record's* **Top 100 Environmental Firms**. Stanek has extensive experience with several collaborative types of project delivery methods including CMAR, Design-build, CM, and Best Value. Our mission: "To be a leading self-performing water contractor and leader in collaborative delivery methods while using our core skill sets to provide services to the industrial and commercial markets." The Bennett booster station projects align perfectly with our company's strengths including comprehensive preconstruction and cost estimating services, supporting on-going treatment facilities, and our expertise with the CMAR delivery.

As an award-winning constructor of municipal, federal, and private sector water and wastewater treatment facilities, Stanek has the ability to self-perform the construction process, including structural excavation, site utilities, site grading, concrete work, carpentry, specialty construction, equipment installation, and process piping installation. During preconstruction this means reliable and prompt information and feedback on cost and schedule, **allowing the stakeholders and team to make fully informed decisions and optimize choices**. This ability to self-perform also allows us to monitor every project detail, ensuring high quality outcomes that are on schedule and within budget.

OUR TEAM WILL SELF-PERFORM MORE THAN 60% OF THE BOOSTER PUMP STATIONS WORK

Stanek became a wholly-owned subsidiary of Water Resources Group (WRG) in 2018. WRG is a family of companies focused on the water and wastewater treatment facility construction and enables us to leverage the wealth of knowledge, depth of experience, and financial resources among water experts. WRG provides over 55 years of water-related expertise, averages revenue of \$150 million per year, and has performed work in 18 states and Canada.

We are intimately familiar with booster pump station construction and rehabilitation. Complex phasing and scheduling, accurate estimating, plant operational planning, quality control, safety, subcontractor selection and management, risk management, daily interaction with the public, comprehensive commissioning, and a host of other services are what we do on each and every project. Powered by this experience, we have developed preconstruction and management services specifically tailored for the water and wastewater industry. These systems, and our experience – including the lessons we have learned along the way – will inform and support the project team throughout the entire project.

At Stanek, we are experts in collaboration – projects delivered by Construction Manager at Risk and Design-Build. Our approach to CMAR is collaborative, thorough, and driven. **We are passionate construction experts that dive deep into the details during preconstruction to find the best solutions.** We are builders that have developed process and procedures specifically for treatment facility preconstruction.

WHY STANEK?

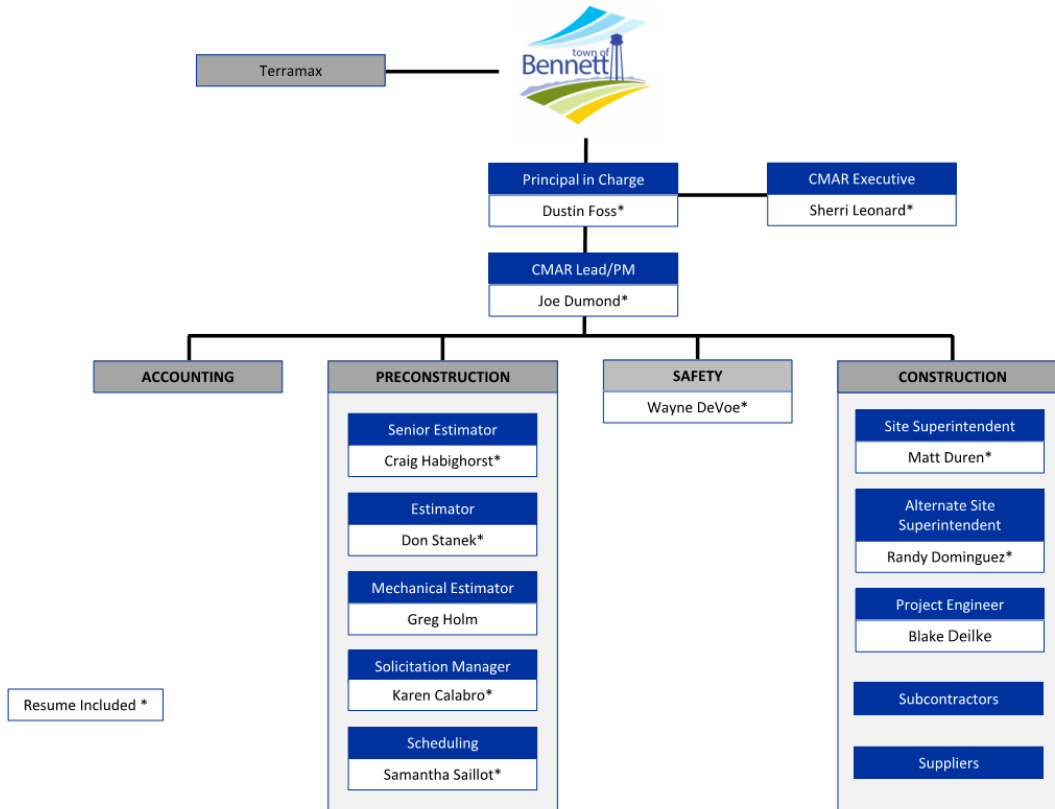
OUR FIRM SIZE ALLOWS THE TOWN TO RECEIVE CLOSE PERSONAL ATTENTION FROM OUR LEADERSHIP. OUR TEAM IS COMMITTED TO OUR CLIENTS AND DETERMINED TO UTILIZE OUR CONSTRUCTION EXPERTISE, COLLABORATIVELY, TO DEVELOP THE BEST PROJECT SOLUTIONS.

2. ORGANIZATIONAL CHART

Delivering a successful project begins with assembling a cohesive team. The Town will be served by a comprehensive team of professionals that is led by **Dustin Foss**. Dustin will attend all applicable preconstruction meetings and monthly progress meeting during construction, as well as personally being involved in establishing the GMP. Once the GMP is established and the Project moves into the construction phase, Dustin will support the team including company resource allocation. Dustin will be available throughout the Project as the Project and Town's needs dictate. **Recently, amidst COVID-19, Dustin successfully led two municipalities through GMP development during the CMAR process, after several value engineering and detailed estimating virtual workshops.**

CMAR executive, **Sherri Leonard** is a veteran in the CMAR world from RFP's through warranty work and will guide and support the team through the CMAR process from partnering kickoff through execution. She is a great station builder and will offer value engineering ideas, assist in developing appropriate bid packages including MWBE participation, assure a competitive bidding environment, analyze risk, and play a key role in developing the management plan. She is an invaluable CMAR resource available anytime the project needs.

Joe Dumond will be the CM Lead and Project Manager through both phases of the project. Joe will provide direct leadership to leading the project through the budgeting, preparing, and reviewing the GMP, construction, commissioning, and closeout phases. **He will carefully review the design from a critical constructability and operability standpoint.** He has managed several multifaceted projects, preconstruction services, and performed work on multiple project sites. Joe has recently relocated to Colorado, bringing over 6 years of project management skills in water and wastewater.



3. COLORADO PROFESSIONAL AND CONTRACTOR LICENSES

Our Golden, CO headquarters has been proudly serving Colorado water and wastewater for over 24 years. In addition to these licenses, our staff routinely interacts with regional building agencies, CDPHE, and county permitting in Colorado. Each project requirement is unique, and our team is ready to obtain any licenses or permits required for construction.

JURISDICTION	TYPE OF LICENSE	LICENSE NUMBER	EXPIRATION DATE
City of Aurora	Contractor's License	2021 1917371 00 CL	2/1/2022
	Supervisors License	2019 1591920 00 SL	3/31/2022
Boulder County	General Contractor Class A	CON-11-0149	5/22/2023
City of Broomfield	General Contractor/License Class A	OL-19-06903	2/27/2021
City of Commerce City	General A-Unlimited General Contractor	1681	12/31/2021
City of Colorado Springs	Excavation License	731277	9/07/2021
Denver	ROW Special	LIC00249669	9/30/2021
Lakewood	Structural	12237	1/29/2023
Monument	Business	2380	1/31/2022
Pueblo Regional	Building A Contractor	12024	12/31/2021
Westminster	General Contractor	1902775	1/31/2022

4. CLAIMS WITHIN THE LAST THREE YEARS

Stanek has no claims that have resulted in litigation, arbitration, or administrative hearings within the last 3 years.

5. SAFETY RATING AND SURETY VERIFICATION

Safety is the focus of everything we do. We maintain a safety and health program that exceeds industry standards, and we take a proactive approach to safety and incident prevention. **The goal is to provide an efficient and productive effort that incorporates safe working methods and strong safety consciousness by all professionals, supervisors, contractors, and suppliers.**

We recognize our people are our single-most valuable resource, and we aim to keep everyone safe each and every workday. We extend this culture and value to our Owners, Engineers, and operations staff. During preconstruction services, we discuss maintenance, accessibility, and workflow at the design table with the operations staff to ensure decisions will benefit them and make their site safer. Safety extends through the facility's life and doesn't stop when our team leaves your site. **We aim to develop integral safe work practices into our design.** This detail can make considerable differences to the lifelong operations and maintenance personnel.

This safety-conscious environment has resulted in an EMR of 0.79 for 2020-2021. We have maintained a rate of zero for our total recordable frequency rate, days away from work (or restricted work activities), and reportable accident rate, all below industry standards. Our lost time injury dates back to January 29, 2014, over 2178 workdays and counting!

	2020	2019	2018	2017	2016
OSHA Recordable Injuries	0	0	0	0	0
EMR	0.79	0.71	0.67	0.86	0.82
TOTAL HOURS WORKED	25,377	13,769	10,324	9,504	11,384

STANEK SAFETY SUMMARY 2020	
Total Hours Worked	25377.5
OSHA Recordable Injuries	0
Total Recordable Injuries Rate (TRIR)	0.00
Lost Time Incidents	0
Lost Time Days	0
Restricted Work Incidents	0
Restricted Workdays	0
DART	0.00
Fatalities	0
EMR	0.79
OSHA Citations	0

Regarding Covid-19, Stanek acted immediately and initiated daily meetings attended by all management personnel to develop a plan ensuring all jobsites and office locations were operated in compliance with CDC and local guidelines. We continue to adapt to the changing conditions and local guidance. A plan will be implemented on your project site and our crews will adhere to the applicable policy.

As requested, our [surety verification letter](#) begins on the following page.



January 27, 2021

RE: **Stanek Constructors, Inc.**

To Whom It May Concern:

Federal Insurance Company is pleased to share our experience with Stanek Constructors, Inc. Currently, this excellent contractor has surety credit available for single projects up to \$250 Million with an overall bonding capacity of \$500 Million.

We are pleased to share with you our favorable experience and high regard for Stanek. This letter is not an assumption of liability and is issued only as a prequalification reference on behalf of our client. It should be understood that any arrangement for bonds is strictly a matter between Stanek and Federal Insurance Company. Our support is conditioned upon the completion of the underwriting process, including satisfactory review of contract documents, confirmation of financing, and our ongoing review of the operational and financial capacity of Stanek Constructors, Inc.

Federal Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties, is licensed to do business in all states, with an A.M. Best Rating of A++ and a Financial Size of XV.

Sincerely,

Federal Insurance Company



Joshua R. Loftis, Attorney-in-Fact



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Melinda C. Blodgett, R. C. Bowman, Sarah Dragt, Sandra M. Engstrum, R. W. Frank, Ted Jorgensen, Joshua R. Loftis, Kurt C. Lundblad, Brian J. Oestreich, Jerome T. Ouimet, Nicole M. Stillings, John E. Tauer, Rachel A. Thomas, Lin Ulven, Colby D. White and Emily White of Minneapolis, Minnesota -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **21st** day of **August, 2020**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this **21st** day of **August, 2020** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **27th of January, 2021**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Section B

Experience and
Qualifications of the
Firm/Team

SECTION B. EXPERIENCE AND QUALIFICATIONS OF THE FIRM

1. CM AT RISK, AGENCY CM AND/OR GENERAL CONTRACTOR PROJECTS

PROJECT #1	SeHAWK Selenium Removal
PROJECT #2	River Pump Station Manifold Replacement
PROJECT #3	Semper High Service Pump Station, Northwest Water Treatment Facility, and Reclaimed Water Treatment Facility R&R and Reliability Improvements
BONUS: PROJECT #4	EMD High Service Pump Station Improvement Project
BONUS: PROJECT #5	Woodmoor 2020 Capital Improvements District No. 1

Project Name #1:	SeHAWK Selenium Removal, Milliken, CO
Description of Project:	<p>Stanek Constructors was the lead partner in the design-build team with JVA, Inc. from preconstruction through commissioning. Work consisted of a new Selenium removal treatment plant consisting of a FRP odor control system with new reactors, nutrient tanks, backwash tanks, media filtration, bio feed pumps, production pumps, hydrogen peroxide system, odor control scrubbers, blowers, air compressors, H2O2 pumps, metal building with waste sump, electrical, and instrumentation. 200 CY of concrete, 500 LF of underground pipe, and approximately 1,100 LF of interior process pipe was installed. The project was tracking under budget, so the Owner added scope that consisted of modifying an existing RO facility, installing an ornamental fence, and procuring additional spare parts.</p> <p>Being involved early in the process allowed Stanek to bring many innovative and cost saving construction methods to the preconstruction phase with cost assurance, allowing the Owner to invest the savings into further project improvements.</p> <p>Staff with similar proposed roles: Dustin Foss, Craig Habighorst, Don Stanek, Greg Holm, Karen Calabro, Wayne Devoe, Matt Duren</p>
Role of Firm:	Design-Build
Original Construction Cost:	\$3,384,000
Final Construction Cost:	\$3,732,349 [Owner driven added scope]
Construction Dates:	October 9, 2018 - June 28, 2019 (262 days)
Owner:	Town of Milliken
Project Reference:	<p>Leonard Wiest 970-381-6696 lwiest@millikenco.gov</p>

Project Name #2:	River Pump Station Manifold Replacement, Pueblo West, CO
Description of Project:	<p>Preconstruction services included design and development of a GMP. Schedule was imperative and the team worked to make a \$400k material release and purchase almost three months before the GMP contract was established to ensure construction could follow the design phase, seamlessly. Upgrades were made to the pump station that supplies raw water from the Pueblo Reservoir to the District's WTP. Stanek replaced two existing 150 hp pumps with two 400 hp horizontal split case centrifugal pumps, installed a new above ground 24" ductile iron pipe discharge manifold to replace an existing corroded 24" steel discharge manifold, a surge anticipation/relief valve in an exterior vault, heat trace and insulation of the discharge manifold, and a new flow meter.</p> <p>Staff with similar proposed roles: Dustin Foss, Craig Habighorst, Don Stanek, Greg Holm, Karen Calabro, Wayne Devoe, Matt Duren</p>
Role of Firm:	Design-Build
Original Construction Cost:	\$ 1,245,268 GUARANTEED MAXIMUM PRICE
Final Construction Cost:	\$ 1,245,268
Construction Dates:	<p>Preconstruction Contract 8/2/2019</p> <p>GMP and Notice to Proceed 2/7/2020</p> <p>Substantial Completion 10/8/2020</p>
Owner:	Pueblo West Metropolitan District
Project Reference:	<p>Jeffrey DeHerrera</p> <p>719-547-5044</p> <p>jdeherrera@pwmd-co.us</p>



Picture: Pipe gallery and pump installation under construction, River Pump Station

Project Name #3:	Semper High Service Pump Station, Northwest Water Treatment Facility, and Reclaimed Water Treatment Facility R&R and Reliability Improvements, Westminster, CO
Description of Project:	<p>This project included work at three sites with complex coordination with the Operations staff.</p> <p>Semper HSPS: Electrical system improvements including removal of existing 2400V gear and installing 480V gear, new standby generator, high service pump motor refurbishment, removal of bypass/wetwell supply slide gates, installation of new isolation valve and access platform, removal, and replacement of the existing 48-inch V-Cone flow meter, new north discharge header, new hydropneumatics surge tank, 18-inch to 24-inch drilled piers, and site work.</p> <p>NWTF: Rebuild 3 300 HP high service pumping, replace 4 existing 300 HP motors and convert 2 high service pumps from reduced voltage soft-starts to new Eaton CPX9000 VFDs. Replace 4 pump control valve actuators, repair 2 membrane feed pumps, reverse filtration pumps, backwash recovery pump, Secondary Recovery Pump R&R, new membrane feed pump, electrical room expansion, HVAC, and plumbing, electrical, I&C.</p> <p>Reclaimed WTF: Remove and replace 4 existing reclaimed pump VFDs, associated controls, electrical and I&C, replace 4 600 HP 2400V motors with new 600HP 480V motors.</p> <p>Staff with similar proposed roles: Dustin Foss, Craig Habighorst, Don Stanek, Greg Holm, Karen Calabro, Wayne Devoe, Matt Duren</p>
Role of Firm:	General Contractor
Original Construction Cost:	\$12,487,250
Final Construction Cost:	\$12,668,188
Construction Dates:	Notice to Proceed 12/5/2019 Substantial Completion 7/14/2021
Owner:	City of Westminster
Project Reference:	Julie Koehler, PE 303-658-2178 JKoehler@CityofWestminster.us



Picture: Completed motor installation Semper HSPS

Town of Bennett Booster Station Pump Upgrades SOQ

We have two active CMAR construction projects located in Evergreen, CO and Monument, CO. Preconstruction services generally included: partnering, budget costing, value engineering, constructability reviews, schedule, and material procurement for critical and long-lead times, and GMP development. Our team was able to navigate budgeting and GMP development during COVID-19 restrictions which prevented in-person meetings. Monument included 3 separate sites with 3 separate GMP's. These GMP projects have converted to construction.

UNDER CONSTRUCTION Project Name #4:	EMD High Service Pump Station Improvement Project Evergreen, CO
Description of Project:	<p>Preconstruction services for improvements to the Water Treatment Plant and High Service Pump Station included design and constructability reviews, value engineering, project scheduling, and development of the GMP for the construction services. The team made a material release before the contract documents were released to assure on-time delivery.</p> <p>The work includes constructing a new high service pump station in an existing below grade tank, rehabilitation of the tank, adding an intermediate floor, and a new building on top of the tank.</p> <p>Staff with similar proposed roles: Dustin Foss, Craig Habighorst, Don Stanek, Greg Holm, Karen Calabro, Wayne Devoe, Matt Duren</p>
Role of Firm:	CMAR
Original Construction Cost:	\$2,774,288.00 GUARANTEED MAXIMUM PRICE
Construction Dates:	<p>Preconstruction Services 9/23/2020</p> <p>Notice of Award for GMP 1/27/2021</p> <p>Currently in progress</p>
Owner:	Evergreen Metropolitan District
Project Reference:	<p>Dave Lighthart</p> <p>303-974-4112</p> <p>dlighthart@evergreenmetro.org</p>

UNDER CONSTRUCTION Project Name #5:	Woodmoor 2020 Capital Improvements District No. 1
Description of Project:	<p>Preconstruction and construction services for three sites: South WTP, Central WTP, and Lake Pump Station. The District requested 3 GMP's such that construction could start as the remaining sites were designed and GMP established. The SWTP includes process piping and valves replacement, replacement of a sodium hypochlorite generation system, and installation of chemical feed pumps and piping. The Central WTP construction includes equipment demolition, installation of valving on the raw water supply pipelines, installation of a disinfection system, and rehabilitation of an existing storage tank and sodium hypochlorite room. Lake Pump Station includes construction of a new pump station building with wetwell, installation of submersible raw water pumps, improvements to the existing pump station, and a new raw water transmission pipeline to CWTP and construction of a pipeline to connect to the existing SWTP raw water transmission pipeline. The preconstruction team converted the cast-in-place wetwell to a precast structure to accelerate the construction and minimize the lake draw-down period.</p> <p>Staff with similar proposed roles: Dustin Foss, Sherri Leonard, Craig Habighorst, Don Stanek, Greg Holm, Karen Calabro, Samantha Saillot, Wayne DeVoe, Blake Deilke</p>
Role of Firm:	CMAR
Original Construction Cost:	\$7,005,071 GUARANTEED MAXIMUM PRICE
Construction Dates:	<p>South Water Treatment Plant – completed</p> <p>Central Water Treatment Plant – construction in-progress</p> <p>Lake Pump Station – commences 10/1/2021, GMP accepted April 2021</p>
Owner:	Woodmoor Water and Sanitation District No. 1
Project Reference:	<p>Jessie Shaffer</p> <p>719- 488-2525 Ext. 14</p> <p>jessies@woodmoorwater.com</p>

2. PROPOSED PROJECT TEAM

Key resumes for our proposed project team can be found in Appendix 1.

Section C

Approach to
Performing the
Required Services

SECTION C. APPROACH TO PERFORMING THE REQUIRED SERVICES

1. ISSUES AND SOLUTIONS IDENTIFIED BY FIRM

The marketplace is experiencing unprecedented material availability and logistic challenges. Our preconstruction team has been closely navigating material lead-time and releases to assure construction can be executed without delay. We have established relationships with industry vendors and suppliers and will continually update and review procurement. These important answers will help the CMAR team for equipment selection and on-time releases. Stanek will build a schedule around key deliveries and leverage our relationships to minimize these industry challenges.

STANEK'S PROFESSIONALS HAVE INCREDIBLE BUYING POWER IN THE WATER AND WASTEWATER SECTOR. THESE ARE OUR INDUSTRY CONTACTS, AND WE BRING OUR BUYING POWER AND REPUTABLE VENDORS THROUGH WARRANTY AND SERVICE.

2. PROJECT MANAGEMENT APPROACH AND TEAM ORGANIZATION DURING PRE-CONSTRUCTION AND CONSTRUCTION PHASE SERVICES

A key component to our success is approaching preconstruction with the end in mind. Joe Dumond, Dustin Foss, and Sherri Leonard will overlap preconstruction and construction to maintain the decision history. In CMAR deliveries, the Stanek team values the project knowledge and history as the project progresses from design through construction. This will maximize our construction knowledge early in the design process to flush out constructability, operability, and schedule constraints to bring forth cohesive and efficient project.

Our approach is simple:

Early Identification + Team Communication + Best Construction Systems =

COLLABORATIVE SOLUTIONS WITH UNPRECEDENTED RESULTS

Early Identification. Working with the Town and Terramax during the design phase, we will review each aspect of the project, considering issues such as site access, material delivery, storage and staging logistics, employee parking, and site security. We will also consider technical details such as coordination with plant personnel to ensure continuous operations, connections to existing facilities, efficient pipe routing, process equipment installation and locations, building materials, and temporary electrical or piping requirements.

Communication. We communicate, share, and decide important elements together. We are fully transparent. In our costing, as we receive subcontractor and vendor quotes through the GMP development, we analyze and share them with the team. This ensures the Town of Bennett receives exactly what they want with no hidden surprises or cost. As our CEO simply states, "This is your house: Do you want a door lever or doorknob?" This collaborative approach will guide Bennett to the most advantageous path resulting in a highly enjoyable project experience.

Supporting On-going Operations. Maintaining operations during construction can be challenging but our experience shows that with planning and close coordination with the Town it can be successfully achieved. Our construction team works in active plants on a daily basis and understands the important details when working around operable treatment facilities. Being a CMAR teammate allows us to identify challenges early, communicate with the entire team and collaboratively develop strategies to negate or minimize the challenge impacts.

Schedule. This overlaps with our comprehensive scheduling approach which begins at project definition. Through multiple workshops, our team and the Town will work together to develop a comprehensive construction sequencing plan. Our dependable schedules are built on experience, creativity, and the Town's priorities to guide the project to success. This includes extensively studying connections, bypasses, and planned outages with plant operations. Every day, our crews know we are guest in your house, and we will always communicate to plant operations our plans and actions.

Stanek has extensive experience in drafting bid packages and creative approaches to help projects progress forward in a timely and efficient fashion

Budget. We share quotations in full a transparent manner to allow the Town to monitor the budget and project scope and make fully informed decisions every step of the way. The project budget is continually updated and reviewed as work progresses.

3. ENGINEERING FIRM REFERENCES

REFERENCE #1	REFERENCE #2	REFERENCE #3
JVA, Inc. Michael Katalinich 303-565-4952 mkatalinich@JVAJVA.com	HDR Engineering Jeff Glover 303-764-1590 jeff.glover@hdrinc.com	JVA, Inc. Josh McGibbon 303-565-4941 jmcgibbon@jvajva.com

Appendix 1

Resumes



PROPOSED PROJECT ROLE

Principal in Charge

YEARS' EXPERIENCE

Stanek: 2 years

Total: 20 years

EDUCATION

Bachelor of Science,
Construction Management,
Mankato State University

CERTIFICATIONS AND TRAINING

OSHA 30-Hour

Envision Sustainability Professional
(ENV SP)

FMI Emerging Manager's Institute

First Aid/CPR/AED



DUSTIN FOSS

President

QUALIFICATIONS SUMMARY

Dustin began his construction career in 2000 working for the current owners of Water Resources Group at Spalj Construction Company. In 2013, he transferred to Rice Lake Construction Group to work as a project manager/estimator on water and wastewater treatment facilities. In 2019, Dustin was promoted to President of Stanek's Rocky Mountain Operations, where he oversees day-to-day activities focusing on strategic planning, goal setting, and implementation of the company's mission statement. Spending his entire career involved with each WRG entity has given him the opportunity to be exposed to all aspects of the industry as well as work alongside our workforce, including our proposed personnel. As Principal in Charge, Dustin will be available throughout construction as the project and the City's needs dictate. He will attend select meetings and will be continually available and responsive throughout the entire project. Dustin will contribute ideas, assure resource availability, and foster a project culture of partnership, cooperation, safety, quality, efficiency, and cost effectiveness. The Project Manager, Joe, directly reports to Dustin.

WORK HISTORY

Stanek Constructors, Inc., Golden, CO, President

Rice Lake Construction Group, Deerwood, MN, Project Manager/Estimator

Spalj Construction Company, Deerwood, MN, Vice President

RELEVANT EXPERIENCE

SeHAWK Selenium Removal Design-Build, Milliken, CO, \$3,732,349

New selenium removal treatment plant consisting of new reactors, nutrient tanks, backwash tanks, media filtration, bio feed pumps, production pumps, hydrogen peroxide system, odor control scrubbers, blowers, air compressors, metal building with waste sump, and associated electrical, instrumentation, and control.

North Tank Farm Improvements Project, Pueblo West, CO, \$3,834,909

Construction of a new 2.0-million-gallon water storage tank and associated chlorination and mixing systems. Also includes installation of a pre-packaged booster station, new distribution system piping, and pressure zone isolation valves.

WTP HSPS Improvements CMAR, Evergreen, CO, \$2,774,288

Preconstruction services for improvements to the Water Treatment Plant and High Service Pump Station included design and constructability reviews, value engineering, project scheduling, and development of the GMP for the construction services. The work includes constructing a new high service pump station in an existing below grade tank, rehabilitation of the tank, adding an intermediate floor, and a new building on top of the tank.

Semper High Service Pump Station, Westminster, CO, \$12,487,250

Site 1 – Installation of site piping, 32,000-gallon surge tank, backup generator, rewind of HSP motors and replacement of discharge heads, process piping, major electrical system improvements, mechanical systems, and site work; Site 2 - Rebuild of HSPs and MFPs, installation of process pumps and associated piping, major electrical system improvements, and mechanical systems improvements; Site 3 – Remove and replace existing reclaimed pump VFDs and electrical system improvements.

DUSTIN FOSS - *page 2*

Woodmoor 2020 Capital Improvements CMAR, Monument, CO, \$7,005,071

Preconstruction and construction services for three sites: South WTP, Central WTP, and Lake Pump Station. The SWTP includes process piping and valves replacement, replacement of a sodium hypochlorite generation system, and installation of chemical feed pumps and piping. The Central WTP construction includes equipment demolition, installation of valving on the raw water supply pipelines, installation of a disinfection system, and rehabilitation of an existing storage tank and sodium hypochlorite room. Lake Pump Station includes construction of a new pump station building with wetwell, installation of submersible raw water pumps, improvements to the existing pump station, and a new raw water transmission pipeline to CWTP and construction of a pipeline to connect to the existing SWTP raw water transmission pipeline.

Denver Water Vault Mods, Denver & Unincorporated Adams County, CO, \$5,730,500

1st site involves valve and pipeline replacement and installation of a 36" Venturi meter. 2nd site includes pressure reducing valve vault replacement and vault abandonment. Valve sizes range from 2" to 36" for both locations and both sites are located in commercial and residential locations with high traffic volume.

River Pump Station Design-Build, Pueblo West, CO, \$1,245,268

Replacement of a 24-inch steel discharge manifold with new aboveground DIP, replacement and upsize of pumps, installation of a surge anticipation/relief valve in an exterior vault, and installation of a new flow meter.

States Avenue Lift Station, Pueblo West, CO, \$1,645,000

Construction of a new lift station including metal building, wet well, equipment and valve installation, including demolition of old leach field system.

ReNutrient II, CMAR – Preconstruction Services, Hudson, CO, \$563,600

Construction of a concrete slab and foundation for a hoop structure, installed owner furnished equipment including shredder skid, pelletizer skid, and conveyors, associated HVAC and electrical systems, and site work.

Iron/Manganese Removal System Filter Rehab, New Brighton, MN, \$925,282

Rehabilitation of four existing iron/manganese removal system filter vessels requiring removal and disposal of filter media and gravel base. Each filter vessel had to be substantially complete within 45 days of first being taken out of service.

Water Treatment Plant Design-Build, Litchfield, MN, \$1,040,000

400 gpm peak flow pressure filter, automatic backwash of system, interior piping, approximately 3,200 LF of site pipe, electrical controls, and building construction.

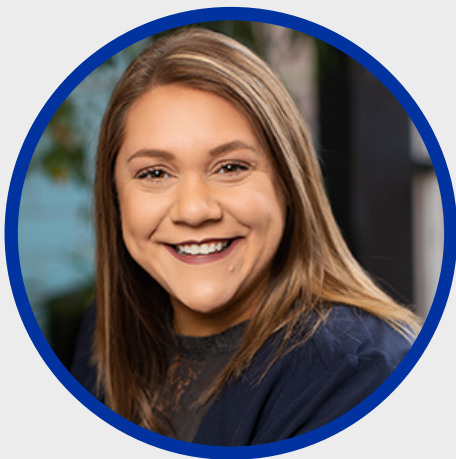
Lift Station 38, West Maintenance Facility, Mound, MN, \$13,902,768

Lift station construction including temporary conveyance of wastewater flows while plant remained in operation

ADDITIONAL PROJECT HISTORY

• High Service PS and Yard Piping, Moorhead, MN	\$11,351,842
• Wastewater Treatment Plant Project, St. Croix Falls, WI	\$4,548,179
• Lift Station Project, St. Paul, MN	\$1,246,700
• Clarifier Rehabilitation Project, Wellington, CO	\$229,700





SHERRI LEONARD

Director of Collaborative Delivery

QUALIFICATIONS SUMMARY

During the past fifteen years, Sherri has served as both a senior project manager and construction manager on complex multi-million-dollar wastewater and water CMAR and design-build projects during preconstruction and project execution. Stanek is very excited to have her recently join our team, bringing with her a wealth of knowledge and experience in both the industry as well as the collaborative delivery models. Her strong process mechanical skill set will complement the benefits she provides in the pre-construction process. On Sherri's most recent assignment, she oversaw thirty-one subcontractors, over one-hundred-forty personnel, facilitated with the design engineer on concepts, modifications, budget, and schedule, presented project updates to City Council, and provided financial reporting. She was also ultimately responsible for safety, quality, schedule, budget, and commissioning - ensuring the client's full satisfaction.

Sherri's accomplished project portfolio brings the Town of Bennett unparalleled technical expertise and the soft skills that will assure an excellent project delivery and experience for all parties. She will support and guide the team to an organized and timely project delivery and assuring CMAR best practices are implemented to maximize the project experience for the Town.

WORK HISTORY

Stanek Constructors, Inc., Golden, CO, Director of Collaborative Delivery, 2021-Present

Ulliman Schutte Construction, Miamisburg, OH, Senior Project Manager, 2005-2020

RELEVANT EXPERIENCE

Woodmoor 2020 Capital Improvements CMAR, Monument, CO, \$7,005,071

Currently serving as the Project Manager, Sherri is coordinating the work at three distinct sites: South WTP, Central WTP, and Lake Pump Station. Three GMP's were developed, and construction services began virtually, during COVID-19. The team has successfully negotiated three scope of works including complex timing and sequencing as it relates to ground and surface water usage, lake draw down, and tight construction windows and coordination among the various plants.

Water Treatment Plant CMAR, Grand Forks, ND, \$135,148,764

Hybrid water treatment plant exceeding 220,000 sq. ft. The facility included modern offices, two state-of-the-art laboratories: one dedicated for wastewater and one for drinking water, conference areas, locker room and workout space. The treatment included both conventional and membrane trains with hybrid options to divert flow several ways throughout the plant. Start-up spanned several months including closed-loop recirculation as programming logic was tested. The green field site was the first CMAR project for the City of Grand Forks and the project received a Top Project 2020 Award from Water & Wastes Digest.

PROPOSED PROJECT ROLE

CMAR Executive

YEARS' EXPERIENCE

Stanek: <1 year

Total: 15 years

EDUCATION

Bachelor of Science,
Civil Engineering,
University of Toledo

CERTIFICATIONS AND TRAINING

OSHA 30-Hour

First Aid/CPR

FMI Leadership Institute

Karass Negotiation Training

Various Cloud-based Project
Management Software

MEMBERSHIPS

Water Design Build Council -
Advisory Board Member

Society of Women Engineers

American Water Works Association

DBIA Professional Member



SHERRI LEONARD - *page 2*

Nutrient Management Facility, CMAR, Alexandria, VA, \$152,000,000

This facility was designed to help balance the 13 billion gallons of flow the facility treats each year. An 18-million-gallon concrete tank extending 30 feet below-grade was topped with a public park and synthetic soccer/lacrosse playing field. Sherri was directly responsible for the yard and process piping and equipment, including four 12,000 GPM pumps, over 1,000LF 30" yard piping to tie the new facility into the existing plant, a new access bridge for pipe and traffic, a new interceptor box and over 60,000 mechanical workhours. The complex start-up included extensive coordination with the existing treatment plant as the facility was tested and brought online.

Little Patuxent WRP Addition #7, ENR, CMAR, Savage, MD, \$92,000,000

The process mechanical portion consisted of upgrading existing facilities and the mechanical and piping for a new state-of-the-art denitrification facility, including denitrification filters to reduce the nutrients entering the Chesapeake Bay watershed. Early completion of the new facility and filters allowed the County to operate four months in advance of the nutrient-removal permit limits went into effect. Sherri's role included detailed bypass sequencing for all primary clarifier effluent flow as the project established a new valve vault and splitter box which included hour-by-hour tasks.

WRP Upgrade and Improvement Project, CMAR, Potomac, MD, \$90,000,000

Improvements increased plant capacity, added two intermediate pump stations, rehabilitated the existing flocculators, added rapid mixing systems, replaced the lime feed facility, and added a UV treatment train. The phase construction allowed the plant to operate effectively while undergoing significant improvements. The UV facility is one of the largest in North America, today plant capacity exceeds 280 MGD.

Southwestern Parkway CSO Basin, Progressive Design Build, Louisville, KY, \$70,000,000

An underground 20-million-gallon "capture and release" storage facility that temporarily holds wastewater and stormwater during wet-weather events for gradual release to the sewer system when treatment capacity becomes available. Sherri's involvement included preconstruction services with an emphasis on early start package development and bidding, scope development, conducting pre-bid meetings, stakeholder, and community outreach meetings. She developed a risk register, preliminary schedule, coordinated with SHPO and permitting agencies and facilitated end-user meetings including virtual-reality review of the facility. Project received several awards, including National Award of Excellence.

Mainstream Anammox Facility, Design-Build, Alexandria, VA, \$982,127

Following a successful pilot, ARenew implemented a mainstream anaerobic ammonium oxidation "Anammox" process to their existing wastewater treatment process. Sherri was directly responsible planting routing and piping, coordination of the European-built cyclones, and just-in-time pump delivery.

Potomac Outdoor Electrical Replacement, Potomac, MD, \$10,390,000

Replacement of the 5kV switchgear in Outdoor Substation No. 2 and motor control centers MCC and MCB in Raw Water Pumping Station No. 1. New pump control panels were installed and contained new pump and gate valve controls for raw water pumps. Sherri was directly responsible for coordinating with plant personnel for over 19 tie-ins as the plant systematically was upgraded. The project included over 3700 terminations.





JOE DUMOND

Vice President

QUALIFICATIONS SUMMARY

Joe is a Vice President with Stanek Constructors, Inc. in Golden, CO. He started his career with sister company, Rice Lake, in 2014 after graduating from Minnesota State University. Joe will report to the Principal in Charge in all aspects of the project, working with the entire project team. He provides overall project management and contributes value engineering ideas from a constructability and phasing viewpoint during design, and prebid phases. During construction Joe works with the on-site leadership team to ensure smooth procurement, approval, scheduling, construction, and completion of each project. Joe will manage the submittal process, Requests for Information (RFIs), review and prepare potential Change Orders, and be responsible for the day-to-day operations related to the project. Joe's background of simultaneous work on multiple sites and CMAR projects will be an asset to the Bennett booster stations project. He is an excellent communicator and very detailed oriented.

WORK HISTORY

Stanek Constructors, Inc., Golden, CO, Vice President, 2021 - Present

Rice Lake Construction Group, Deerwood, MN, Project Manager, 2014-2021

RELEVANT EXPERIENCE

Watford City Water Resource Recovery Facility, Phase 1 & 2A, CMAR, Watford City, ND, \$29,126,142

The estimated cost of the conceptual WRRF was above the City's budget for the project; the Rice Lake team worked with the Engineer and Owner to reduce construction cost while maintaining the functionality of the WRRF. Multiple cost saving measures were implemented, including sinking of a caisson for the master lift station structure instead of open cutting, combining the final clarifiers and RAS pumping station, repurposing the existing aerated ponds into biosolids treatment and storage lagoons, and modifying the schedule to reduce the overall construction period.

Key project components WRRF include master lift station pump capacity increase, new preliminary treatment with fine screening and grit removal, biological phosphorus removal, total nitrogen removal, extended air biological treatment, two final clarifiers, return and waste activated sludge pumping, chlorination/dechlorination disinfection facilities, effluent aeration, and effluent pumping and flow metering.

The existing facilities were required to be kept in operation while this expansion was completed. Self-performed work consisted of excavation, sinking of the caisson, site utilities, site grading, concrete construction, masonry, miscellaneous metals installation, carpentry, door and window installation, specialty construction, and process equipment installation.

Joe was the Project Manager serving this project. It was completed, ON TIME, and UNDER BUDGET.

PROPOSED PROJECT ROLE

CMAR Lead/Project Manager

YEARS' EXPERIENCE

Stanek: <1 year

Rice Lake: 6 years

Total: 6 years

EDUCATION

Bachelor of Science, Operations Management and Supervision, Minnesota State University, 2014

Associate of Arts and Sciences, Architectural Construction Technology, St. Cloud Technical and Community College, 2010

CERTIFICATIONS AND TRAINING

OSHA 30-Hour



JOE DUMOND - *page 2*

MCES Lift Station L55, Bloomington, MN, \$13,767,663

Construction of a cast-in-place concrete lift station with wetwell/drywell in the parking lot of a LaQuinta hotel in downtown Bloomington, MN. The 55-foot-deep excavation required the installation of a 95-foot diameter sheet pile supported excavation from the ground surface to invert. Additional work included deep influent piping and force mains in City streets, masonry, process pipping, plumbing, steel building construction, sewage bypassing, electrical and instrumentation.

Eden Prairie Reservoir & Pump Station, Eden Prairie, MN, \$8,102,861

Joe was the Project Manager on this expansion project which included installation of a 4.0-million-gallon pre-stressed concrete reservoir, and a new pump station which included 4 pumps with a combined capacity of 6,500 gpm. Impressive site construction included 4 acres of clearing and grubbing, 32,000 CY excavation, 32,000 CY temporary excavation, 1,700 LF open-cut watermain installation with complete testing and disinfection, 100 LF horizontal directionally drilled watermain, 1,000 LF concrete curb and gutter, and full seeding and turf restoration.

Millcreek Package #1 Civil, Beulah, ND, \$18,338,278

Rice Lake was contracted to complete the civil work for the following structures: pipe rack/conveyor belt, screening tower, transfer tower and the urea storage building. This work was to begin in January of 2016 and be completed by mid-July of 2016. As the work progressed, Rice Lake was asked to complete the civil work for the loadout building, mechanical pavilion and then later the rework for the urea storage building. This work extended the Rice Lake schedule to October of 2017. Rice Lake self-performed all contract work excluding electrical grounding. Project included the following:

- 73,609.5 Man-hours without a recordable incident
- 11,291 total CY of concrete
- 1,468,400 total LBS of reinforcement steel
- 32,900 total LBS of anchor bolt material

Wendy's Restaurants, Remodels and New Restaurants, Various Locations in MN and WI, \$31,080 - \$1,505,779

Joe has been the Project Manager on numerous projects for Wendy's Restaurants 2017-2020. Each restaurant is an average of 3,188 sq. ft. and work includes the construction of new restaurants, complete interior and exterior remodels, freezer installations, kitchen upgrades, partial remodels. Building components include concrete, steel studs, masonry, specialty metal panels, tile, acoustical walls and ceilings, carpentry, roofing, doors and windows, casework, plumbing, and electrical. Often Joe manages crews at multiple locations implementing the remodels swiftly and efficiently.

ADDITIONAL PROJECT HISTORY

- | | |
|--|-------------|
| • Mouse River Enhanced Flood Protection, Minot, ND | \$6,545,521 |
| • Brandon Road Pump Station, Sioux Falls, SD | \$1,079,801 |
| • Parshall WWTP Improvements Phase 1, Parshall, ND | \$1,222,900 |





CRAIG HABIGHORST

Senior Estimator

QUALIFICATIONS SUMMARY

With over 26 years of estimating experience, Craig is involved in all project procurement. As our senior estimator, he leads the estimating group in bidding more than seventy water and wastewater projects a year. Over seventy-five projects estimated under Craig's direction utilized a collaborative project delivery model, each with GMP development. He is skilled at predicting construction duration and sequencing to provide exceptional input at the preconstruction phase. He also offers practical value engineering and establishes an accurate, and detailed cost analysis at early design levels. Craig specializes in finding cost-effective solutions to potential challenges and is diligent in building relationships with vendors and subcontractors that can benefit the project. Craig is a team player who excels in fast-paced, deadline-driven environments. His attention to detail, leadership, and comprehensive knowledge of construction processes allows Stanek to be major competitor in the industry. He has over 20-years working relationship with key equipment vendors that will bring Bennett ultimate value and service.

RELEVANT EXPERIENCE

Rahr Malting Expansion Malt House No. 6 CMAR, Shakopee, MN, \$53.8M

Craig was intimately involved in Rice Lake being selected as the CMAR and general contractor for the construction of this new malt house and kiln building. Craig provided design and constructability advice, including innovative engineering ideas to accommodate the malting process. Craig oversaw all estimating efforts to provide a competitive GMP, ensuring all site challenges were discussed early on in the design phase and ultimately delivered the project with a \$500k cost savings.

Wastewater Treatment Plant CMAR, Watford City, ND, \$29M

Craig led all estimating efforts for both phases of this project to establish the GMP. He was responsible for subcontractor and supplier solicitations, reviewing their scopes of work, and ensuring the highest quality and best value companies were selected. He oversaw all estimates produced by his staff and provided input on how best to reach the local and disadvantaged community allowing fair competition for all to participate in the bidding process.

Woodmoor 2020 Capital Improvements CMAR, Monument, CO, \$7M

Preconstruction and GMP development for three distinctly different sites: South WTP, Central WTP, and Lake Pump Station. Craig and Dustin worked closely to clearly present and identify budget changes at the engineering progressed from 30% to 60% to GMP set of contract documents in an open and transparent manner.

WTP HSPS Improvements CMAR, Evergreen, CO, \$2.7M

Preconstruction services for improvements to the Water Treatment Plant and High Service Pump Station included design and constructability reviews, value engineering, and development of the GMP for the construction service.

Water Treatment Plant CMAR Project, Grand Forks, ND, \$17.7M

Craig managed the estimate for this subcontracting contract with the CMAR general contractor. A major portion of this work included 20,000 CY of concrete being placed in the local conditions of North Dakota spanning a 16-month time frame.

PROPOSED PROJECT ROLE

Senior Estimator

YEARS' EXPERIENCE

WRG companies: 26 years

Total: 26 years

EDUCATION

Bachelor of Science, Civil
Engineering, University of North
Dakota

CERTIFICATIONS AND TRAINING

OSHA 30-Hour
FMI Emerging Manager's Institute
Certification
CPR/First Aid

MEMBERSHIPS

MUCA Board Member



CRAIG HABIGHORST - *page 2*

SMSC Water Reclamation Treatment Facility and Green Roof System Design-Build, Prior Lake, MN, \$26M

New facility built to treat all wastewater for all SMSC residences and community enterprises. Providing a firm GMP very early in the process allowed SMSC to make decisions about their completed facility and allowed them to sell their water to the City of Prior Lake.

West Water Treatment Plant, Chanhassen, MN, \$13.8M

Craig led all estimating efforts in with this 6,000 GPM new water treatment plant bid. Major components of the project involved construction of backwash tank, six filter cells and High Zone and Low Zone pumping systems.

Fridley Filter Plant Rehabilitation, Fridley, MN, \$47M

This project includes major upgrades to a nearly 100-year-old water plant. In addition to the new equipment and electrical/blower building, several deep excavations near an existing clearwell had to be considered during the estimate led by Craig. Temporary earth retention systems and methods of installation were chosen to minimize the risk of potential damage to their older existing facilities. Appropriate cost considerations had to be made to include the several tie-ins and bulkheads necessary to allow the City to operate half of their plant at a time.

Water Treatment Plant, Fairmont, MN, \$28.5M

Craig was the senior estimator on the Fairmont Water Treatment Plant project and Rice Lake was selected as the low responsive bidder. This project consisted of constructing a new 5.4MGD water treatment plant for the City in a residential area on a very tight construction site. It also included demolishing the existing plant, installation of two raw water intakes and modifications to the raw water intake pump station.

Iron/Manganese Removal System Filter Rehab, New Brighton, MN, \$925,282

Craig was the senior estimator for this project consisting of rehabilitation of four existing iron/manganese removal system filter vessels requiring removal and disposal of filter media and gravel base. The sequencing of subcontractors and supply commitment to keep the facility in operation during construction was critical in the estimating phase.

ADDITIONAL PROJECT HISTORY

<u>Location</u>	<u>Project</u>	<u>Contract Value</u>
Shakopee, MN	WTP	\$22,500,000
Woodbury, MN	WTP	\$5,956,600
Prior Lake, MN	WRF Expansion	\$8,868,790
Litchfield, MN	WTP	\$1,040,000
Prior Lake, MN	WTP	\$7,497,906
Shakopee, MN	WTP	\$7,692,282
Emily, MN	WTP	\$2,650,000
Hankinson, ND	WTP	\$3,516,800



PROPOSED PROJECT ROLE

Estimator

YEARS' EXPERIENCE

Stanek: 24 years

CERTIFICATIONS AND TRAINING

Estimating Practical and Conceptual
Additional Training



DON STANEK

Estimator

QUALIFICATIONS SUMMARY

Don has extensive experience in estimating water and wastewater treatment projects, pump stations, lift stations, booster station, concrete structures, and other miscellaneous types of projects. He is well versed in all project delivery methods including CMAR, Design-Build, Design-Bid-Build, and Construction Management. Don is responsible for quantity take-offs, materials pricing, preparing bid packages, and assembling bid pricing. He provides real-time estimating on value engineering options and alternates to provide the very best value through the design, preconstruction, and construction phases. Working for Stanek Constructors for twenty-four years, Don has established Colorado relationships with the local subcontractor and supplier community, resulting in excellent bidding participation and best value pricing. Don is based in Golden, Colorado and supports Craig and the entire project team.

RELEVANT EXPERIENCE

Woodmoor 2020 Capital Improvements, CMAR – Preconstruction Services, Monument, CO, \$7M

WTP Improvements, CMAR – Preconstruction Services, Evergreen, CO, \$2.7M

SeHAWK Selenium Removal, Design-Build – Preconstruction Services, Milliken, CO, \$3.7M

Sedimentation Basins Rehab 1 to 12 at Point Loma WWTP, Design-Build – Preconstruction Services, San Diego, CA, \$6.5M

Microfiltration Membrane Treatment, Design-Build – Preconstruction Services, Idaho Springs, CO, \$1.4M

ReNutrient II, CMAR – Preconstruction Services, Hudson, CO, \$563,600

Woodmen WTP Upgrade, Design-Build – Preconstruction Services, Woodmen, CO, \$1,900,670

Pump Station No. 1 & No. 2 Electrical Upgrades, Design-Build – Preconstruction Services, San Diego, CA, \$1,257,001

Regional Plant No. 4 Influent Bar Screen Replacement, Design-Build – Preconstruction Services, Ontario, CA, \$1.8M

Semper High Service Pump Station, Westminster, CO, \$12.4M

States Avenue Lift Station, Pueblo West, CO, \$1.6M

North Tank Farm Improvement Project, Pueblo West, CO, \$3.5M

Pipe Replacement Project, Johnstown, CO, \$333,561



PROPOSED PROJECT ROLE

Solicitation Manager

YEARS' EXPERIENCE

Stanek: 2 years

Total: 24 years

KAREN CALABRO

Project Pursuit Specialist

QUALIFICATIONS SUMMARY

As Stanek's Project Pursuit Specialist, Karen provides support to all estimating and management personnel. During her twenty-four-year wastewater and water focused career, Karen has single-handedly generated hundreds of compliant multimillion-dollar statements of qualifications, proposals, and bids utilizing both traditional and collaborative delivery models. She is detailed-orientated and works with the subcontractor community including MWBE's to obtain maximum bidding participation. She also provides feedback to the estimating team when she identifies scope opportunities for qualified MWBE participants.

After fulfilling contract award requisites, Karen continues to deliver this same level of attention and responsiveness to clients, subcontractors, vendors, and teammates throughout every phase of project execution including MWBE payment and compliance.

WORK HISTORY

Stanek Constructors, Inc., Golden, CO, Project Pursuit Specialist, 2019- Present

MWH Constructors, Broomfield, CO, Estimating Coordinator, 2014-2019

Western Summit Constructors/Kiewit, Englewood, CO, Estimating Coordinator, 1997-2014

KAREN'S RESPONSIBILITIES INCLUDE:

- Assembles and distributes CMAR bid packages to subs and vendor
- Subcontractor and supplier solicitation and MWBE outreach
- Completes and fully documents MWBE good faith efforts
- Develops statements of qualifications
- Responsible for bid and collaborative delivery submissions
- Conducts specification and contract reviews
- Obtains insurance assessments and bonds
- Facilitates relationships with industry contacts
- Attends industry events
- Research, applies, renews all company licensing requirements
- Prime contract execution and submission
- Mentors administrative staff





PROPOSED PROJECT ROLE

Scheduling

YEARS' EXPERIENCE

Stanek: >1 year

Total: 7 years

EDUCATION

Bachelor of Science,
Civil Engineering,
Drexel University, 2014

CERTIFICATIONS

OSHA 30-Hour

PROGRAMS

Primavera P6
Asta
BlueBeam REVU
CMiC Project Management
HCSS HeavyBID
HCSS HeavyJOB
Revit
SketchUp 2021
SketchUp Layout



SAMANTHA SAILLOT

Project Manager

QUALIFICATIONS SUMMARY

Samantha is a Project Manager with seven years of experience in water and wastewater facilities. In addition to her proficiency in concrete engineering, she has experience in heavy civil construction, support of excavation, strategic planning, field coordination, and budget & cost control. Samantha has also managed permits and compliance pertaining to environmental issues, air quality and asphalt & concrete crushing. On typical projects she regularly negotiates with vendors, submits shop drawings & product data, and formulates RFIs based on drawing discrepancies, field issues and value engineering. Samantha is well-versed in P6 and Asta and uses her experience to assure logic and constraints are appropriately tied to the schedule. Her efficient 3-D sketches also help convey ideas during preconstruction to the entire team. Her CMAR experience and collaborative personality make her a perfect fit for the Bennett preconstruction team. Stanek is excited to have her on board in our Golden, CO office.

WORK HISTORY

Stanek Constructors, Inc, Golden, CO, Project Manager, 2021-Present

Allan Myers, Fallston, MD, Project Engineer, 2014-2021

RELEVANT EXPERIENCE

Back River Wastewater Treatment Plant, Headworks Improvements, Phase 2, CMAR, City of Baltimore, MD, \$64M

Samantha was the project engineer handling all concrete work for the reconstruction of the plant headworks. She selected and managed subcontractors, built positive relationships, and made timely corrections to maintain design specifications. Samantha also maintained records of cost and quantity information for all concrete work completed. Concrete yield was 5% for over 3,000 CY ordered. She also monitored the installation of materials and equipment for compliance with drawings and specifications. In addition, Samantha made recommendations to improve design, construction means, and methods and materials based on field or changing conditions. This project received the *Best Water/Environment Project, Mid-Atlantic* from *ENR*.

Woodmoor 2020 Capital Improvements CMAR, Monument, CO, \$7M

Samantha developed a detailed construction schedule for the Lake Pump Station component of Woodmoor. She diligently worked with subcontractors and vendors on appropriate durations and managed material releases for on-time deliveries and installation. She modeled the pump station which the project team reviews during progress meetings.

6th and Canal Street Pumping Station Renovations, CMAR, City of Reading, PA, \$4.6M

Samantha managed the interior and exterior renovations to the existing pumping station building and replacement of all six influent pumps. Samantha developed a demolition plan for the removal of pumping systems. And she worked with the bypass pump supplier to create an effective and cost-beneficial bypass pumping plan to support plant operations during construction. This sequence included removal and replacement of 3 pumps at a time while always maintaining capacity and operations. The work was completed with no unplanned interruptions.

SAMANTHA SAILLOT - *page 2*

Coatesville West End Storage Improvements, CMAR, American Water Pennsylvania, Parkesburg, PA, \$9.2M

As project engineer, Samantha installed new fresh water covered reservoir tanks, chemical dosing system and water conveyance systems. She utilized SketchUp to construct a complete site 3D model which assisted in coordination and streamlined field installation.

Fullerton Finished Water Reservoir, CMAR, County of Baltimore, MD, \$32M

As field engineer, Samantha worked on site re-grading, installation of water mains, construction of cast-in-place concrete vaults, installation of support of excavation and installation of a sodium-hypo building. She negotiated with vendors and brought out all concrete related material prior to start of work to increase profit margins. Samantha also headed the support of excavation planning, submittals, and material buyout. She also coordinated concrete work with the tank builder to allow simultaneous work in the same area.

Back River Wastewater Treatment Plant, Headworks Improvements, Phase 1, CMAR, City of Baltimore, MD, \$10M

Samantha was the field engineer on this project. It included the relocation of 150,000CY surcharge pile, installation of three new sewer force mains, construction of influent junction box extension, and demolition of two hazardous buildings. She coordinated proper and safe methods for hazardous waste removal. In addition, Samantha established shorter shut down periods during sewer main tie-ins by initiating a better method for by-passing the current system. This project ended with a 50% profit margin due to re-sequencing and material buyout.

Little Washington Wastewater Treatment Plant Improvements, CMAR, AQUA Pennsylvania, Downingtown, PA, \$1.5M

As project engineer, Samantha, worked on plant improvements including a new bio-filter building and influent screening building. She completed material take-offs for concrete and earth work using SketchUp models and estimate files for accurate quantities. Samantha also negotiated with vendors and bought out large material purchases and long lead items prior to start of work to increase profit margins. She developed workplans for earthworks, and concrete structures utilizing SketchUp and Layout to articulate drawings and plans in an easy-to-read format.

DELCORA Wastewater Treatment Plant Improvements, CMAR, DELCORA, Chester, PA, \$1M

As project engineer, Samantha worked on the rehabilitation of an ash handling building, reconstruction of waste hauling lanes, reconstruction of a rag pit facility and general site improvements. She also assembled waste hauling lines and rag pit 3D models for sequencing and use in the field. Another part of this project was to bid for the new T-28 clarifier tank contract. Samantha exploited a complete site model to compile quantity take offs for estimating purposes.

I-685/I-95 Interchange Reconstruction of I-695 Roadway, from US-1 to MD-7, MDTA, MD, \$64M

As field engineer, Samantha worked on the reconstruction of the I-695 roadway under I-95 in Rosedale, MD. The project included large dirt relocation and haul-off, installation of nine bridge piers on piles, one bridge over water, two noise walls, twelve storm water ponds, one cast-in-place culvert, one pre-cast culvert, and the relocation of a river. Samantha coordinated structural pile driving and support of excavation installation. In addition, she created workplans for concrete and support of excavation work; and maintained the CPM schedule.





PROPOSED PROJECT ROLE

Safety Manager

YEARS' EXPERIENCE

Stanek: 4 years

Total: 43 years

EDUCATION

U.S. Air Force 1977 – 1981

College of the Air Force – Fire Science
Degree – 1980

Carlson School of Business,
Leadership Mgmt. Program – 2002

CERTIFICATIONS AND TRAINING

OSHA Construction Safety Outreach
Instructor OSHA 500, 510

OSHA Recordkeeping and Recording
Certified Trainer: Hazard
Communications, Forklift,
Aerial Lift, Electrical Safety & LOTO,
Fall Protection, Confined Space,
Excavation & Trench, CPR-AED, and
Crane Rigger/Signal Level 1

MEMBERSHIPS

MN Occupational Safety and Health
Review Board – Chairman
Board of Certified Safety
Professionals - Construction Health &
Safety Technician
Member of Minnesota Safety Council
and North Dakota Safety Council
Member of AGC Safety Committee
Member of American Society of
Safety Professionals - ASSP



WAYNE DEVOE

Safety Director

QUALIFICATIONS SUMMARY

As Safety Director, Wayne is directly responsible for managing the safety and risk associated with construction projects and company operations. He proactively plans, directs, and implements the company's safety program to ensure a safe, healthy, and accident-free work environment. His enthusiasm sets the tone for safety and risk management at Stanek. Wayne enjoys working hands on with employees to give them knowledge and support. His strong leadership and excellent communication skills have strengthened Stanek's safety culture to be one of the strongest in Colorado.

CURRENT AND PAST EXPERIENCE

Stanek Constructors, Inc. Golden, CO, Safety Director, 2017 to Present

Stanek has specialized in the construction of water and wastewater treatment facilities throughout the Western United States since 1997.

- Responsible for overall safety and risk management
- Successfully decreased the EMR through his programming and training
- Manages a program with 400,000 manhours annually
- Implemented COVID-19 protocol and procedures on all sites
- Establishes OSHA relationships
- Performed detailed site inspections
- Oversees all compliance training to all employees
- Develops safe-working practices during design

Rachel Contracting, St. Michael, MN, Safety Director, 2014 - 2017

Rachel Contracting is a heavy civil contractor, focusing on dirt work and demolition.

- Responsible for overall safety and risk management
- Responsible for all earthworks and civil engineering

Marcus Construction, Willmar, MN, Safety Manager, 2010 – 2014

Marcus Construction is an agricultural, commercial, and industrial contractor.

- Wayne single-handedly developed the safety program with an emphasis on valuing safety and employee relations

North Dakota Workforce Safety and Insurance, Grand Forks, ND, Safety Consultant, 2008-2010

Workman's compensation provider for the state of North Dakota.

- Responsible for the northeast section of North Dakota
- Safety consultant focused on providing worker safety, insurance claim representation and safety grant awards

Pribbs Steel & Mfg., Grand Forks, ND, Safety Manager, 2004 - 2008

Manufacturing contractor specializing in military contracts.

- Responsible for developing company safety program including respiratory protection, hearing conservation, safety committee formation

MSP International Airport Fire Department, St. Paul, MN, Shift Commander, 1988 - 2004

- Responsible for incident command of all aircraft and structural emergencies at MSP International Airport
- Led a team of 14 professional firefighters
- Worked with surrounding communities (Bloomington, Minneapolis, Paul) and public safety officials to maintain overall safety



PROPOSED PROJECT ROLE

Site Superintendent

YEARS' EXPERIENCE

WRG companies: 6 years
US Marine Corps: 8 years

EDUCATION

Chemical Engineering/
Process Design Focus

CERTIFICATIONS AND TRAINING

OSHA 30-Hour
Confined Space Training
First Aid/CPR



MATT DUREN

Superintendent

QUALIFICATIONS SUMMARY

Matt is a quality-focused superintendent who provides effective and goal-oriented organization to construction worksites. As superintendent, Matt's on-site responsibilities include procuring materials, scheduling and updating contractor activities, negotiating terms and conditions, preparing RFI's, O&M manuals, managing the spare parts inventory, developing the startup plan, along with scheduling on-site training for client's personnel. Through Matt's WRG tenure, he has promoted from laborer to concrete foreman, to concrete quality control manager and now general superintendent. Matt is exceptionally dedicated to his projects and enjoys being in the details.

WORK HISTORY

Stanek Constructors, Inc., Golden, CO, Superintendent

Rice Lake Construction Group, North Dakota, QA/QC Manager/Superintendent

Go Frac, LLC, Cambridge, OH, Project Superintendent

RELEVANT EXPERIENCE

SeHAWK Selenium Removal Design-Build, Town of Milliken, CO, \$3,732,349

New selenium removal treatment plant consisting of new reactors, nutrient tanks, backwash tanks, media filtration, bio feed pumps, production pumps, hydrogen peroxide system, odor control scrubbers, blowers, air compressors, metal building with waste sump, and associated electrical, instrumentation, and control.

WTP HSPS Improvements CMAR, Evergreen, CO, \$2,774,288

Preconstruction services for improvements to the Water Treatment Plant and High Service Pump Station included design and constructability reviews, value engineering, project scheduling, and development of the GMP for the construction services. The work includes constructing a new high service pump station in an existing below grade tank, rehabilitation of the tank, adding an intermediate floor, and a new building on top of the tank.

Water Treatment Plant CMAR Project, Grand Forks, ND, \$17,723,775

Matt managed labor crews, performed site rehabilitation/demolition of facilities using heavy equipment, assisted in forming and pouring concrete. QA/QC manager of concrete and rebar consisting of 20,000 CY of concrete poured in a 16-month duration. He directed and planned site piping and utility excavations, installations and backfill, including performing pressure testing on all site pipe and utility lines. Filtration consisted of RO membrane and conventional deep bed filtration.

Wastewater Treatment Plant Phase 1 CMAR, Watford, ND, \$18,718,523

9,295 LF of 2" – 30" underground piping, treatment, effluent & electrical buildings, sinking of the caisson, site grading, 6,847 CY of concrete, masonry. Existing facilities were required to be kept in continuous operations.

WWTP Improvements, Williston, ND, \$102,780,000

Buildings constructed: preliminary treatment, RAS, new tertiary treatment, new sludge disinfection, new dewatering, cake storage, and new administration building. Yard piping, site work improvement, mechanical, electrical and instrumentation/controls.

MATT DUREN - *page 2*

Tyson Foods Wastewater Treatment Facility, Perry, IA, \$12,980,722

Primary influent diverted while building new influent tank and pretreatment building, keeping facility in operation. Installation of fiberglass reinforced plastic lagoon return manhole insert.

Pipe Replacement Project, Johnstown, CO, \$333,561

Removal of 12", 14", and 18" steel pipe and fittings with lead-based paint, installation of DIP pipe and fittings, magnetic flow meter, new valves and air operated actuators.

Clarifier Rehab Project, Wellington, CO, \$229,700

Removal of existing clarifier mechanism, trough, scum beach, and weir. Construct a new concrete lauder and installed a new clarifier mechanism, scum beach, and FRP scum baffle and weir.



PROPOSED PROJECT ROLE

Alternate Site Superintendent

YEARS' EXPERIENCE

Stanek: 1 year
Total: 43 years

CERTIFICATIONS AND TRAINING

OSHA 30-Hour

South Carolina - NCCER

Equipment Operator of excavator, rubber tire backhoe, skid steer, all terrain forklifts, warehouse forklifts, and front-end loader



RANDY DOMINGUEZ

Superintendent

QUALIFICATIONS SUMMARY

Randy's construction career began as a laborer in 1978 and advanced into a mechanical superintendent position. He has been specializing in this role for the last eighteen years, all devoted exclusively to wastewater and water treatment facilities. He brings the wealth of knowledge and experience developed while working for some of the most successful industry leaders. In addition to his hands-on technical expertise, he brings forty-two years of established relationships with the local subcontractor and vendor community. He possesses extensive knowledge of interior piping, as well as successfully overseeing all field work and site personnel on his projects.

WORK HISTORY

Stanek Constructors, Golden, CO, Superintendent

Esco Construction Company, Evergreen, CO, Superintendent

MWH Constructors, Inc., Broomfield, CO, Superintendent

Kiewit/Western Summit Constructors, Inc., Englewood, CO, Superintendent

RELEVANT EXPERIENCE

Denver Water Vault Mods, Denver & Unincorporated Adams County, CO, \$5.7M

1st site involves valve and pipeline replacement and installation of a 36" Venturi meter. 2nd site includes pressure reducing valve vault replacement and vault abandonment. Valve sizes range from 2" to 36" for both locations and both sites are located in commercial and residential locations with high traffic volume.

River Run Ranch RV Park, Granby, CO, \$77M

Construction of one sewer lift station, two non-potable lift stations, and one water treatment plant, including wet utility pipe.

Wastewater Treatment Plant, Louisville, CO, \$20M

In 2017, effluent released into Coal Creek exceeded the discharge limits for ammonia. The existing secondary process was replaced with new facilities capable of nitrification, denitrification, and biological phosphorus removal. The new solids handling facilities included new equipment for aerobic digestion, sludge pumping, and sludge storage.

Rueter-Hess Water Purification Facility, Parker, CO, \$35M

This 10 MGD facility provides treated water to approximately 50,000 residents and is expandable to 40 MDG. The cutting-edge technology included converting rapidly declining groundwater sources to a renewable water supply, including surface water, groundwater, alluvial well water, and reclaimed wastewater.

Foothills Water Treatment Plant, Littleton, CO, \$30M

This facility treats 280 MGD. Work included upgrades to the electrical distribution systems, valves, hydropower generator, and new water pipeline.

ADDITIONAL PROJECT HISTORY

- **Big Dry Creek Package B, WTP, Westminster, CO, \$14.5M**
- **Metro Wastewater Reclamation Facility, Denver, CO, \$20M**
- **Big Dry Creek Package A, WWTP, Westminster, CO, \$20M**

Appendix 2

Insurance
Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55401		CONTACT NAME: Amy Sanderson PHONE (A/C, No, Ext): 612-349-2400 E-MAIL ADDRESS: asanderson@csdz.com		FAX (A/C, No): 612-349-2490	
		INSURER(S) AFFORDING COVERAGE			
		INSURER A: Hartford Underwriters Insurance Company			
		INSURER B: Hartford Casualty Insurance Company			
		INSURER C: Illinois Union Insurance Company			
		INSURER D: Zurich American Insurance Company			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 338832491 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contr Liab Per <input checked="" type="checkbox"/> Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			41UEAQT7072	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp: \$1,000 <input checked="" type="checkbox"/> Coll: \$1,000			41UEAQT7073	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			G71836253001	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC582209907	11/1/2020	11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased-Rented Equipment			CPP647833007	11/1/2020	11/1/2021	\$1,000,000 Per Item Ded: All other \$5,000 Ded: Cranes and Waterborne: 5% or \$10,000 Min

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sample for Bidding Purposes only.

CERTIFICATE HOLDER

CANCELLATION

Sample Company
Sample Address
Sample City/State/Zip

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Town of Bennett

Booster Station Pump Upgrades

207 MUEGGE WAY
BENNETT, COLORADO

80102

9/15/2021

(303) 644-3249

SOQ SCORING TABULATION

(303) 644-4125 - Fax

	FIRM	GENERAL INFO	EXPERIENCE & QUALIFICATIONS	APPROACH	OVERALL ABILITY TO PROVIDE SERVICES	TOTAL SCORE	NOTES, COMMENTS, REMARKS
		10%	20%	10%	60%	100%	
1	Dan's Custom Construction	2.0	5.0	2.0	5.0	4.40	Highly similar work experience, exactly similar budgets, strong knowledge of Town system
2	J.R. Filanc Construction Company	4.0	4.0	5.0	4.0	4.10	Strong Town experience, solid team, good approach, Jon Cares on team as of 9/1 submittal
3	Glacier Construction Co., Inc.	5.0	4.0	4.0	4.0	4.10	Prior Town experience, experienced team, good approach, some smaller projects
4	Stanek Constructors, Inc.	4.0	4.0	5.0	4.0	4.10	Larger firm, larger experience, solid team, good approach, good experience, no Town experience, scalable down?



Town of Bennett

Booster Station Pump Upgrades

207 MUEGGE WAY

BENNETT, COLORADO

80102

9/15/2021

(303) 644-3249

SOQ SCORING TABULATION

(303) 644-4125 - Fax

	FIRM	GENERAL INFO	EXPERIENCE & QUALIFICATIONS	APPROACH	OVERALL ABILITY TO PROVIDE SERVICES	TOTAL SCORE	NOTES, COMMENTS, REMARKS
		10%	20%	10%	60%	100%	
1	Dan's Custom Construction	3.5	5.0	3.0	5.0	4.65	
2	J.R. Filanc Construction Company	3.0	3.5	4.0	4.5	4.10	
3	Glacier Construction Co., Inc.	4.0	3.5	4.0	4.0	3.90	
4	Stanek Constructors, Inc.	4.0	3.5	3.5	4.0	3.85	



Town of Bennett

Booster Station Pump Upgrades

207 MUEGGE WAY
BENNETT, COLORADO

80102

9/15/2021

(303) 644-3249

SOQ SCORING TABULATION

(303) 644-4125 - Fax

	FIRM	GENERAL INFO	EXPERIENCE & QUALIFICATIONS	APPROACH	OVERALL ABILITY TO PROVIDE SERVICES	TOTAL SCORE	NOTES, COMMENTS, REMARKS
		10%	20%	10%	60%	100%	
1	Dan's Custom Construction	3.0	5.0	2.5	5.0	4.55	
2	J.R. Filanc Construction Company	3.5	4.0	4.0	4.5	4.25	
3	Glacier Construction Co., Inc.	4.0	3.5	4.0	4.0	3.90	
4	Stanek Constructors, Inc.	4.0	3.5	3.5	4.0	3.85	

Suggested Motion

I move to authorize the Mayor and the Town of Bennett to enter into a Construction Manager At Risk contract with Dan's Custom Construction for the Booster Station Pump Upgrades with a guaranteed maximum price of \$390,000.

Board of Trustees: Organization and Committee Assignments

Organization/Committee	Description		Meeting Schedule	Current Members		Changes September 2021	
				Member I	Member II	Member I	Member II
<u>Organizations</u>							
Adams County Mayors/Managers Breakfast	Adams County Commissioners, City/Town Mayors and Managers meet monthly at a breakfast meeting to network and communicate about shared issues.		Monthly 3 rd Friday 7:30 a.m.	Pindell (Mayor) Stiles (Administrator)	Harrell (Mayor Pro Tem)		
Arapahoe County Mayors/Managers Breakfast	Adams County Commissioners, City/Town Mayors and Managers meet monthly at a breakfast meeting to network and communicate about shared issues.		Quarterly 3 rd Friday 7:30 a.m.	Pindell (Mayor) Stiles (Administrator)	Harrell (Mayor Pro Tem)		
Regional Economic Advancement Partnership (REAP)	A group representing the communities on the east I-70 corridor that exists to promote economic development along the corridor.		Monthly 2 nd Thursday 11:45 a.m.	Pindell (Mayor)	Hebert (EDP Manager)	Sus (Trustee)	Hebert (EDP Manager)
I-70 Corridor Chamber of Commerce	The I-70 Corridor Chamber of Commerce was formed in 1992 by interested citizens from the Eastern Colorado towns of Watkins, Bennett, Strasburg, Byers, and		Monthly 3 rd Wednesday 12:00 noon	Oakley (Trustee)	White (EDP)		

Page 2

Board of Trustees: Organization and Committee Assignments

	Deer Trail to promote business along the corridor.						
Denver Regional Council of Governments (DRCOG)	The Denver Regional Council of Governments (DRCOG) fosters regional cooperation among county and municipal governments in the Denver metropolitan area.		Various	Vittum (Chair)	Pindell (Alternate) Hebert (Planning)		
Aurora Chamber of Commerce	Chamber of Commerce organization representing businesses in Aurora and the SE metro area.			White (EDP)	Harrell (Mayor Pro Tem)		
Colorado Municipal League (CML)				Sus (Trustee)	Stiles (Policy Committee)	Needs filled	
<u>Committees</u>							
Water Committee	Committee addressing water and sewer issues for the Town.		Varies	Bayley	Metsker		
Mosquito Committee	Represents the Town on Mosquito issues with Tri-County Health et al		Varies	Price (PWD)			
Economic Development Committee	A committee addressing economic development		Varies	Pindell (Mayor)	Hebert (EDP) White		

Board of Trustees: Organization and Committee Assignments

	opportunities for the Town. Bennett Business Advisory Committee.						
Sales Tax Oversight Committee (Streets)	Citizen Committee to review and make recommendations regarding street issues		Varies	Pulliam	Sus (Trustee) Smith (Trustee Alternate)	Sus (Trustee)	Smith (Trustee)
Bennett Gives Back Grant Committee	Committee to review grant applications and make recommendations to the Board		Varies	Pindell (Mayor)	Smith (Trustee)		